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SUPREME COURT OF THE UNITED STATES.

No. 145.

LEVI D. BOONE, ADMINISTRATOR OF JESSE B. THOMAS, DEC'D, COMPLAINANT AND APPELLANT,

VS.

THE MISSOURI IRON COMPANY ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MISSOURI.

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THE UNITED STATES OF AMERICA,
Eighth Circuit, Missouri District, sct:

Pleas before the Honorables Robert W. Wells, District Judge of the United States for the District of Missouri, and one of the Judges of the Circuit Court of the United States for said District, on the —— day of May, A. D. 1853.

JESSE B. THOMAS'S Adm'r
VS.
MISSOURI IRON COMPANY, &c.

Be it remembered, that heretofore, to wit, on the seventeenth day of May, in the year of our Lord one thousand eight hundred and forty-eight, came the complainant aforesaid by his solicitor, and filed in the office of the clerk of the Circuit Court of the United States, for the Missouri District, his bill in Chancery, against the Missouri Iron Company, which bill is as follows, to wit:—

JESSE B. THOMAS
VS.
MISSOURI IRON COMPANY,
C. C. ZEIGLER and others.

Bill in Chancery, Circuit Court of the United States for the District of Missouri, July Rules, 1848.

Bill of Compl'ts.

Humbly complaining, showeth unto your honor your orator, Jesse B. Thomas, who is a citizen of the State of Illinois, that some time about the 2d of November, 1836, your orator purchased of Mrs. Nancy Bullett, of the county of Cape Girardeau and State of Missouri, relict and devisee of the late George Bullett, of the county and State aforesaid, all the interest of the said Nancy Bullett in a certain tract of land, to wit: The undivided one-seventh part of a certain tract of land lying and being situate in the county of Washington, and State of Missouri, containing twenty thousand arpens, and commonly known as the Iron Mountain tract, which is more fully described in the title bond given by Mrs. Nancy Bullett to your orator, a copy of which is herewith filed, marked A., and prayed to be made a part of this bill. The original, if in the possession or control of your orator, will be produced on the trial of the cause.

Your orator executed to Mrs. Bullett, in consideration of her interest in the tract aforesaid, his two promissory notes for five thousand dollars each, payable one in six and the other in twelve months after date. Mrs. Bullett further stipulated and agreed that on the payment last to be made on the notes aforesaid, a good and sufficient deed of conveyance for the one undivided seventh part of the Iron Mountain tract should be made to your orator. On the 15th of November, 1836, your orator sold to one J. Livingston Van Doren, of the county of Washington, State of Missouri, through Frank J. Allen, the authorized agent of said Van Doren, all the interest he had recently purchased of Mrs. Nancy Bullett. Van Doren stipulated to give twenty-five thousand dollars on the following terms, as will more fully appear from the articles of agreement entered into by said Van Doren, a copy of which is herewith exhibited, marked (B); the original, being in the possession of your orator, will be produced on the trial of the cause.

John L. Van Doren, by his agent aforesaid, executed to your orator his obligation to pay, as part of the $25,000, the $10,000 of purchase money owing by your orator to Mrs. Bullett, according to the tenor and effect of the two promissory notes above mentioned, and the said notes to take up and deliver to your orator to be cancelled. For the payment of the balance of the $25,000, that is the sum of $15,000, Van Doren in like manner executed his three promissory notes for $5,000 each, payable in eighteen, twenty-four, and thirty months, respectively. Your orator, on his part, stipulated that when the said Van Doren should pay Mrs. Bullett the ten thousand dollars, according to his obligation, your orator would, thereupon, procure from Mrs. Bullett a good and sufficient conveyance in fee simple to himself (your orator) for the above described interest in the Iron Mountain tract.

Your orator further agreed that whenever Van Doren should pay the $15,000, being the balance of the $25,000, according to the tenor and purport of his promissory notes, then your orator would execute to the said Van Doren a good and sufficient deed of conveyance in fee simple for your orator's interest in the land aforesaid.

The Legislature of Missouri, by an act of the 31st of December, which is prayed to be made a part of this bill (1836), constituted and declared the firm of Van Doren, Pease, & Co., and their associates, a body politic and corporate, by the name of the "Missouri Iron Company," for the term of fifty years, for the purpose of manufacturing iron in all its branches.

J. L. Van Doren, Henry Pease, and J. D. Peers were declared by the statute to be directors, who, with six others, to be chosen at different times, were authorized to manage and conduct the capital stock, property and concerns of said corporation. The directors were to hold their office for two years from the time of their election, and in the event of there being no election, or a failure in the choice of new directors, the directors whose term of directorship had expired at or near the time of the last election shall continue in office; and said corporation shall not for that cause be deemed dissolved, but it shall be lawful on any other day after notice to hold an election of directors.

J. Livingston Van Doren was appointed by the act of incorporation a commissioner to receive subscriptions to the capital stock of the company. The act in the preamble further declares and recites that Van Doren, Pease, & Co., have at an expense of two hundred and fifty thousand dollars purchased the two Iron Mountains in the counties of St. Francis and Madison, in the State of Missouri, together with many thousand acres of land. J. Livingston Van Doren, spoken of in the act of incorporation, is the same person who purchased the interest of your orator in the undivided seventh part of the "Iron Mountain tract" spoken of above.

And your orator here charges that all the rights and equities acquired by Van Doren in his contract with your orator under date of the 15th November, 1836, are by the act of incorporation transferred to and made the property of the "Missouri Iron Company." The said company, as your orator believes, went into operation according to the terms of the charter. Soon after its organization J. Livingston Van Doren, one of the directors, was appointed an agent to visit the Eastern cities and to raise funds on the stocks of the Company. About of the middle of August, 1838, Van Doren finally failed in all his efforts to obtain money on the stock of the Company. Shortly after the failure of Van Doren in his mission to the East, Augustus Jones, the President of the Company, and Henry Pease, the Secretary of the Board, were authorized to go East and negotiate a loan, or to make sale of the stock of the Company. In the month of May or June, 1839, Jones returned and reported to the Board that he had negotiated for the sale of six hundred thousand dollars of the stock of the Company to one Sichel, a banker in Amsterdam, but not empowered to transfer that amount of stock, he had returned for the necessary authority, and that so soon as he obtained the transfer desired, he would immediately embark for Europe to arrange the contract and receive the money. About the same time, that is, in the month of June, 1839, Mr. and Mrs. Bruce, the late Mrs. Nancy Bullett, sold to Frank J. Allen (the former agent of Van Doren) and one Henry Sloan all their interest in the "Iron Mountain Tract." This sale was made without the knowledge or consent of your orator. He had never rescinded or forfeited his contract with Mrs. Bullett, now Mrs. Bruce, made the 2d of November, 1836. He still held her title bond for interest in the "Iron Mountain Tract," and had paid one thousand dollars on his promissory notes in part fulfilment of his contract, and that the whole had not long since been paid was owing to the neglect and mismanagement of Van Doren and the Directors of the Missouri Iron Company. Your orator avers and charges that his contract with Van Doren and the transfer of Van Doren's rights to the Missouri Iron Company, by the act of incorporation, were well known to Bruce and wife; that they were well contented with the same, and looked to that quarter and to that alone, and not to your orator for the payment of his promissory notes held by them; and that it was not until Van Doren had failed to comply with his contract, or to raise funds on the stock of the Company, they resorted to this method for payment; and your orator further charges that when Bruce and wife made sale of their interest in the "Iron Mountain Tract," they took from Allen and Sloan, the purchasers, an obligation in writing to reconvey to your orator the said interest whenever he, your orator, should pay the promissory notes aforesaid, thereby recognizing and securing the prior rights of your orator. And he further charges that the said Allen and Sloan were not innocent purchasers without knowledge. F. J. Allen, as the agent of Van Doren, was well acquainted with the rights of your orator and his superior claims to the property; the title-bond, moreover, was on record, and in their own purchase, as above stated, they were made to acknowledge the existence of his rights. Shortly after the purchase aforesaid, Allen and Sloan wrote to your orator that they were about to sell the interest recently purchased by them of Bruce and wife, to the Missouri Iron Company, but that they would not effect a sale till your orator had made an assignment of the title-bond given by Mrs. Bullett in 1836. By way of inducement, they said that if the assignment was made, the notes of your orator would be given up and cancelled, and that the fifteen thousand dollars owing by Van Doren, as a balance on his contract with your orator, more fully described in a former part of the bill, would be arranged by the company. Living in a different State from all the parties, and at a distance from the scene of action, your orator was informed that to enable the company to fulfil the contract made by the President with the banker of Amsterdam, it was important they should have the fee simple title to the property instead of the *title bonds*. Your orator was urged by several directors of the company to make an assignment of his title-bond to the company and take stock, which by virtue of the contract above alluded to, could be readily sold at par and converted into money. Yielding to these solicitations of the directors, and trusting to their authority and ability to fulfil the contract, on account of which they sought the title of your orator, he finally consented to make the assignment and to take ($71,400) seventy-one thousand four hundred dollars of the stock of the company on the following terms and stipulations: After taking the stock as aforesaid, it was transferred to the company, and they, by their votes, and by the authority conferred on their President, bound themselves in the following agreement with your orator. In the first place it was contracted and agreed that forty-three thousand dollars ($43,000) of stock were to be transferred to Julius Sichel, of Amsterdam, to consummate the contract made by the said company, through their agent, and the said Sichel, on the first day of May, 1839, and the proceeds arising from the sale of said stocks were to be paid to your orator. And your orator charges, that in addition to the urgent solicitations of directors as above stated, it was distinctly stated to him by the President of the company, and as an inducement to your orator to make sale of his property for stocks of the company, that Julius Sichel, a banker of Amsterdam, had contracted with him, the President, on behalf of the company, to take six hundred

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thousand dollars of the stock of the company at par, and that the said President urged it upon your orator, that in taking the stocks of the company and making the transfer for the purposes aforesaid, your orator would get full value for the same. In the second place, it was contracted and agreed between your orator and the company, and the said company bound themselves through their agent, the President of the Board, to appropriate the residue of the stock, that is, twenty-eight thousand dollars ($28,000), in whole or in part to the payment of the balance due on the two notes executed by your orator to Mrs. Nancy Bullett, which notes were in the hands of F. J. Allen and H. Sloan, who were under a pledge to deliver up and cancel said notes whenever your orator would make an assignment of his title bond to the company. It was further agreed and contracted by the company, that out of the said residue of $28,400, the company would pay six thousand two hundred dollars ($6,200), due from J. L. Van Doren to Martin Thomas, of St. Louis, Missouri, on account of the life estate of B. Allen, in an undivided interest in the Iron Mountain tract, sold by your orator to the company, and if any balance should remain after the payment to Allen & Sloan, and to M. Thomas respectively, the same was to be sold by the company at par value for the benefit of your orator. Your orator avers and charges that he took the stock of the Missouri Iron Company and transferred the same to the credit of the company, at the solicitation and on the representations of the directors and the agent of the company for the purposes and on the express terms and conditions above specified, and none other. He was distinctly told that the contract with Sichel was completed, and that it only needed the transfer of stock for its consummation. He confidently expected as the immediate result and part condition of his assignment, that his two promissory notes to Mrs. Bullett would be delivered up to be cancelled; that the debt of Martin Thomas would be paid and a balance of stock sold at par, placed to his credit by the company. But he avers and charges, that none of the agreements and stipulations entered into by said company in their contract with your orator have been fulfilled. The promissory notes of your orator were never delivered up nor cancelled, the debt to Martin was not paid according to agreement, the transfer of stock and the consummation of the contract with Sichel were never effected; no sale of stock in fulfilment of their contract with your orator was ever made by the company, but the same now remains to their own credit, as it was on the day of the transfer, and sunk to nothing by their own neglect and mismanagement. And your orator distinctly avers, that if he had not transferred the stock to the credit of the company to fulfil their contract with Sichel, and could have controlled it himself at that time, he would easily have converted it into money at a moderate discount below its nominal value. Having failed to sell their stock to Sichel, it became necessary for the company to make an effort to sell elsewhere. But in the mean time Martin Thomas had pressed his debt to a judgment, and it was now a lien on the "Iron Mountain tract." It became necessary to remove this lien before funds could be raised on the stock of the company. Accordingly, at a meeting of the Board, in January, 1840, it was proposed to sell the stock of your orator to pay the debt. It was alleged as a reason that, according to the contract with your orator, his stock was to be sold to pay the debt of Martin Thomas. It was only at the earnest remonstrance of your orator, through a friend in the Board, that this gross violation of contract was prevented from being perpetrated. It is made manifest from this fact that the company well understood the nature and extent of their contract with your orator, though they were willing to execute a part of it in the most ruinous, unjust, and oppressive manner. After having failed in every particular to comply with their contract, after having unworthily sought to oppress and sacrifice the interest of your orator, the Board of Directors, in the fall of 1841, passed a resolution authorizing the president to cancel the contract or agreement with your orator in relation to the one-seventh part of the Iron Mountain tract. But your orator avers that he never acceded to any such proposition; on the contrary always insisted on a fulfilment of the contract, repeatedly expressed surprise to members of the Board of Directors that they had not complied with their engagements, and often demanded the surrender of his two promissory notes, the payment of Martin Thomas's debt, and the delivery of the proceeds at par value of all the balance of the stock, after discharging the debts aforesaid. Shortly after this period the Board of Directors of the Missouri Iron Company, as your orator has been informed and believes, ceased to transact any further business, gave out to the world that the company had been dissolved, and left all the books, papers, records, titles, deeds, &c., belonging to said company, in the hands of Conrad C. Zeigler, who was the secretary of the Board at the time of the above transaction, and so continued to be till the suspension of vitality aforesaid. But your orator insists and charges that said company has not been dissolved from the terms of the charter, briefly set forth in the beginning of this bill; it appears that the company cannot be dissolved by a mere resolution of the Board of Directors, nor by their ceasing to discharge the functions of their office.

By the third section of the act of incorporation, it is provided that the Directors last elected shall hold their offices till their successors are appointed in the manner therein prescribed. Nor is it in the power of any corporation to avoid their just obligations by their own acts of neglect or mismanagement.

Your orator repeats, that said Missouri Iron Company is still in being, and bound to him for the breach of their contract, either to pay damages or restore the property to which they have acquired no just title.

Your orator further charges that on the 24th day of January, 1843, a new company was incorporated, viz: Conrad C. Zeigler, and such others as may be associated with him, under the name of the "American Iron Mountain Company." In the act of incorporation which is prayed to be made a part of this bill, it is set forth that the Iron Mountain tract (the same that was owned by the Missouri Iron Company, one-seventh of which your orator now claims), containing 20,000 arpens, now owned by said C. C. Zeigler, is to be subscribed as part of the capital stock to be first valued, and after the election of Directors, President, &c., to be conveyed to the said American Iron Mountain Company in fee simple, free from incumbrance, to be paid for in stock.

Your orator has been informed, and so believes and charges, that his promissory notes, executed to Mrs. Nancy Bullett the 2d of November, 1836, have fallen into the hands of the aforesaid American Iron Mountain Company.

Now your orator insists that C. C. Zeigler, as Secretary of the Missouri Iron Company, was well acquainted with the contract of said company with your orator; well knew that they had failed in every particular to comply with the terms of that contract; well knew that the one-seventh part of the "Iron Mountain tract" was claimed by your orator in consequence of the failure of said company to comply with the terms of sale; that the company has no rightful title to the same, and that it ought to revert to your orator; well knew that the promissory notes of your orator, in the possession of the company, or those who held them for their use, ought to have them given up and cancelled, and that no consideration had ever been paid for them.

Your orator further insists that C. C. Zeigler is the principal personage in the body politic and corporate, under the style of the "American Iron Mountain Company." The act incorporates "C. C. Zeigler and such others as may be associated with him," and that the property claimed by said Zeigler, that is the "Iron Mountain tract," containing 20,000 arpens, constitutes the chief property, and is the foundation of all the stock of said company.

And your orator avers and charges, that neither the said C. C. Zeigler, nor the "American Iron Mountain Company," have acquired title to the portion claimed by your orator, but that it is still incumbered, and subject to the claim of your orator; the contract by which he agreed to sell the same never having been fulfilled.

Now, therefore, your orator insists that the said "American Iron Mountain Company," being well acquainted with all the transactions of the "Missouri Iron Company" with your orator; the conditional purchase of the one-seventh part of the "Iron Mountain tract;" the failure to comply with the terms of sale; the title of your orator in consequence of such failure; being in possession of all the books, papers, records, titles and bonds of said "Missouri Iron Company," through C. C. Zeigler, the Secretary of said Company, and himself the principal person, and in the act of incorporation the sole person of the body politic and corporate, under the style of the "American Iron Mountain Company;" your orator insists that said "American Iron Mountain Company" have taken upon themselves, and are bound to fulfil the terms of the contract of the "Missouri Iron Company" with your orator; that being in possession of all the property, records, deeds, titles and rights of the said "Missouri Iron Company," they are bound to fulfil the obligations of the same.

And now your orator charges that the said "American Iron Mountain Company," the "Missouri Iron Company," the stockholders in which said companies are all citizens of the State of Missouri, or States other than that of which your orator is a citizen; C. C. Zeigler and divers others, whose names are not known to your orator, and who, when known, he prays may be made parties defendants to this bill, have conspired and combined to overreach and deceive your orator, and to defraud him of his rights in the premises. And inasmuch as he is without remedy save in this Honorable Court in Chancery sitting, he respectfully prays that a writ of subpœna may be issued, and that the said Missouri Iron Company and the American Iron Mountain Company may be summoned true answer to make; and that Mason Frizzell, one of the Directors of the Missouri Iron Company, and the aforesaid Conrad C. Zeigler, may be summoned true answer to make on their corporal oaths to the foregoing charges and complaints, as fully as if they had been specially required thereto by interrogatories, and that in addition they may be required respectively to answer the following interrogatories:—

Interrogatories to be answered by the president or other officers of the Missouri Iron Company, who may be summoned under the subpœna to answer to this bill: Also, by Mason Frizzell, Esq., a Director in the Board of said Company, to be answered by him personally on his corporal oath.

Was it not reported to the Board of Directors of the Missouri Iron Company by the President, A. Jones, in the spring or summer of 1839, that he had, as agent of the company, made a definite contract with Sichel, a banker of Amsterdam, for $600,000 of the stock of the company?

Did he not state that his object in returning to Missouri was in part to get the control of that amount of stock to consummate said contract?

Was it not also stated, and well understood by the Board, that in order to complete the contract, it was necessary that the company should have an unincumbred fee-simple title to the "Iron Mountain Tract," instead of the mere title bonds?

Were not those facts stated to this complainant by members of the Board, and he solicited to make sale of his property to the company, that they might consummate the contract so advantageous to them?

Did not this complainant consent to make sale of his interest in

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the "Iron Mountain tract" on the following express conditions. First. That $43,000 of the $71,400 of stock taken, were to be sold to Sichel, of Amsterdam, in consummation of this contract with the company, and the proceeds of said sale to be placed at the disposal of this complainant. Second. That the balance of the $71,400 of stock, that is $28,400, were to be appropriated to pay the promissory notes of this complainant to Mrs. Bullett, on which there was a balance of $9,000, to pay the debt of Martin Thomas, of $6,200, which was a lien on the property, and that the balance after discharging these two debts was to be sold at par value for the benefit of this complainant?

Has that contract in any part thereof ever been fulfilled by the company?

Has the contract ever been cancelled by this complainant, or with his consent?

Did not the Board at a subsequent period, attempt to enforce part of the contract by a ruinous sacrifice of the stock of this complainant?

What were the reasons given in the Board for such a procedure?

Did not this complainant remonstrate, and insist that by the terms of his contract with the company they would only appropriate $28,400 of his stock to the payment of the two promissory notes ($9,000), and the debt to Martin Thomas ($6,200), and that if they sacrificed the stock and exceeded that sum it would be in violation of their solemn agreement?

When was the last meeting of the Board of Directors of the company?

Who was Secretary of the Board at that time?

Are the records, papers, deeds, title-bonds, &c., belonging to the company, in possession of said Secretary?

Do you consider the Missouri Iron Company as dissolved?

If so, by what law or authority?

Interrogatories to be answered by Conrad C. Zeigler.

When were you elected Secretary of the Board of Directors of the "Missouri Iron Company?"

How long did you serve in that capacity?

Have you ever been superseded by the election of any other Secretary?

Were the books, records, papers, title-bonds, &c., belonging to the company, left in your hands at the last meeting of the Board of Directors?

Have you possession of all those documents left with you at this time?

If not, in whose possession are they to be found? and how did they get there?

How did you acquire title to the one-seventh of the "Iron Mountain tract" claimed by the complainant?

Interrogatories to be answered by the President or other officer of the "American Iron Mountain Company."

Are the two promissory notes of the complainant, executed to Mrs. Nancy Bullett, 2d Nov. 1836, for $5,000, in the possession of your company?

If so, from whom were they obtained?

What was the consideration paid for them?

By what title do you hold the 1/7 of the Iron Mountain originally sold to the complainant by Mrs. Nancy Bullett, and by the complainant conditionally sold to the Mo. Iron Mt. Co.?

And now, in consideration of the premises, your orator respectfully prays that this Honorable Court will decree that the said "American Iron Company" shall fulfil and in every particular perform the contract of the "Missouri Iron Company" with your orator as they have undertaken and bound themselves to do, that they may be required to give up and cancel the promissory notes of your orator, now in their possession, pay the debt of Martin Thomas, if it has not otherwise been paid, and to sell or transfer on the books of the Company, for the use and benefit of your orator, forty-three thousand dollars ($43,000) worth of stock of the Company, or four hundred and thirty shares (430 shares being the amount the "Missouri Iron Company" pledged themselves to sell and place to the use of your orator) over and above the payment of the debts aforesaid; or if this Hon. Court deems it more consistent with justice, he prays that the said Company may be decreed to reconvey the said one-seventh part of the Iron Mountain tract to your orator. And your orator prays that such other and further relief may be granted in the premises as to this Honorable Court may seem consistent with equity and justice. Your orator will ever pray, &c.

GARLAND,
Solicitor for the Complainant.

(*Exhibit A, referred to in Bill—being bond of Nancy Bullett to Jesse B. Thomas.*)

Exhibit "A" of the foregoing bill is in the words and figures following, to wit:—

Know all men by these presents, that I, Nancy Bullett, of the County of Cape Girardeau, and State of Missouri, am held and firmly bound unto Jesse B. Thomas, Jr., of the County of Sangamon, and State of Illinois, in the penal sum of twenty thousand dollars, for the payment of which sum, well and truly to be made, I do hereby bind myself, my heirs, executors and administrators, firmly by these presents, signed with my hand, and sealed with my seal, and dated this second day of November, in the year of our Lord one thousand eight hundred and thirty-six. The condition of the above obligation is such, that whereas the above bounden Nancy Bullett has this day sold to the said Jesse B. Thomas, Jr., for and in consideration of the sum of ten thousand dollars all the interest of the above bounden Nancy Bullett as relict and devisee of George Bullett, deceased, late of the County and State first aforesaid, to wit: The undivided one-seventh part of a certain tract of land lying and being situated in the County of Washington, and State first aforesaid, containing twenty thousand arpens, and commonly known as the "Iron Mountain Tract"—the said tract being more particularly described as situated in township No. thirty-five north of range No. Three east, and thirty-four and thirty-five north of range No. four east of the fifth principal Meridian, and designated on said Plats of Townships No. 35 North of range 3 East, and No. 35 North of Range 4 East, as the claim of Joseph Pratte, and the same that was confirmed to said Joseph Pratte by an act of Congress, entitled an act confirming claims to lands in the State of Missouri and for other purposes, approved July 4th, 1836. And whereas the said Jesse B. Thomas, jr., has executed to the above bounden, Nancy Bullett, his two several promissory notes, bearing even dates herewith, for five thousand dollars each, and payable, the one six and the other twelve months after date, in consideration of the aforesaid purchase. Now if the above bounden Nancy Bullett, her heirs, executors, or administrators, (payment of the above described promissory notes being made by the said Jesse B. Thomas, jr., his heirs, executors, administrators, or assigns, according to the tenor and effect of said promissory notes) shall well and truly execute to the said Jesse B. Thomas, jr., or his heirs, or assigns, upon the payment last to be made by the said Jesse B. Thomas, jr., upon the aforesaid promissory notes, a good and sufficient deed of conveyance for the one undivided seventh part of the above described tract of land, then this obligation to be void, otherwise to be and remain of full force and virtue in law.

[SEAL.] NANCY BULLETT.

Signed, sealed and delivered in presence of

E. A. BURR.

(*Exhibit B, referred to in Bill—being bond of J. B. Thomas to J. L. Van Doren.*)

Exhibit B of the foregoing bill is as follows, to wit:—

Know all men by these presents, that I, Jesse B. Thomas, Jr., of the County of Sangamon, and State of Illinois, am held and firmly bound unto John Livingston Van Doren, of the State of Missouri, and County of Washington, in the just and full sum of fifty thousand dollars, for the faithful payment of which I bind myself, my heirs and assigns, firmly by these presents, signed with my hand and sealed with my seal, this fifteenth day of November, in the year of our Lord one thousand eight hundred and thirty-six. The condition of the above obligation is such, however, that whereas the above bounden Jesse B. Thomas, Jr., on the second day of November, eighteen hundred and thirty-six, purchased of Nancy Bullett, of the County of Cape Girardeau and State of Missouri, certain lands in the State of Missouri and County of Washington, mentioned in her bond to him, a copy of which is in the words and figures following, to wit (the same copied above as exhibit A): And whereas the above bounden Jesse B. Thomas, Jr., has this day sold to the said John Livingston Van Doren, for and in consideration of twenty-five thousand dollars, all the said undivided interest of one-seventh part mentioned in the foregoing bond of Nancy Bullett to the said Jesse B. Thomas, Jr., of the said certain tract of land mentioned and described in the said bond of the said Nancy Bullett, as lying and being situate in the State of Missouri and County of Washington, containing twenty thousand arpens, commonly known as the Iron Mountain tract; the said tract of land being more particularly described as situate in Township thirty-five, North of Range No. three East, and thirty-four and thirty-five, North of Range No. four, East of the fifth principal meridian, and designated on the said plats of Township No. 35, North of Range 3 East, and No. 35, North of No. 4 East, as the claim of Joseph Pratte, and the same that was confirmed to the said Joseph Pratte by an Act of Congress, entitled "An Act confirming claims to land in the State of Missouri, and for other purposes," approved July 4th, 1836. And whereas the said John Livingston Van Doren has agreed to pay the two several promissory notes of the said Jesse B. Thomas, jr. to the said Nancy Bullett, mentioned in the above recited bond of the said Nancy Bullett to the said Thomas, according to their tenor and effect, and has executed his three several promissory notes to the said Jesse B. Thomas, jr., for five thousand dollars each of even date herewith ; one payable in eighteen months, one in twenty-four months, and the other in thirty months, in consideration of the aforesaid purchase. Now, if the above bounden Jesse B. Thomas, jr., his heirs or assigns, or the said Nancy Bullett, her heirs or assigns (payment of the said promissory notes of the said Thomas to the said Nancy Bullett, according to their tenor and effect, and of the three promissory notes of the said Van Doren to the said Thomas being made by the said Van Doren, his heirs or assigns, according to their tenor and effect), shall well and truly execute to the said Van Doren, his heirs and assigns, a good and sufficient deed of conveyance for one undivided one-seventh part of the above described tract of land, then this obligation to be void, otherwise to remain in full force and virtue.

JESSE B. THOMAS, Jr. [SEAL.]

Signed, sealed, and delivered in presence of
George Forquer.

STATE OF ILLINOIS,
Sangamon County, ss.

I, William Butler, Clerk of the Circuit Court in and for the County and State aforesaid, do hereby certify, that on this day personally appeared before me Jesse B. Thomas, jr., to me personally known to be the identical person who signed the foregoing bond, and acknowledged the same to be his free act and deed for the use and purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court, at Springfield, this 15th day of November, A. D. 1836.

WILLIAM BUTLER, *Clerk.*

STATE OF MISSOURI,
County of St. Francois, ss.

I, John Cobb, Clerk of the Circuit Court and ex officio Recorder of said County, do hereby certify, that the foregoing instrument of writing was filed in my office for record on the 20th day of February, A. D. 1837, and that I have well and truly recorded the same as such in Book B, pages 131, 132, and 133.

In testimony whereof I have hereunto set my hand, and affixed my seal of office at Farmington, this 21st day of February, A. D. 1837.

[SEAL.] JOHN COBB, *Clerk.*

(*Order Filing Bill.*)

Afterwards, on the 17th of May, 1848, the following proceedings were had in the case, viz.:—

JESSE B. THOMAS, Complainant,
vs.
MISSOURI IRON COMPANY *et al.* Defendants.

On filing the complainant's bill in this cause on the day above named: It is ordered that said defendants enter their appearance herein, on or before the first Monday in July next.

Whereupon the following subpœnas in Chancery issued, to wit:—

(*Subpœna to Zeigler.*)

MISSOURI DISTRICT, SCT.

The President of the United States to Conrad C. Zeigler, greeting:—

You are hereby commanded to be and appear at Rules to be held in the office of the Clerk of the Circuit Court of the United States for the District of Missouri, on the first Monday of July next, at the city of St. Louis, then and there to answer the bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the seventeenth day of May, 1848: Hereof fail not. [SEAL.]

Witness the Honorable Roger B. Taney, Chief-Justice of the United States, the seventeenth day of May, 1848, issued at office in the city of St. Louis, the day and year last aforesaid.

B. F. HICKMAN, *Clerk.*

Memo: The defendant is to enter his appearance in this suit on or before the day at which the writ is returnable, otherwise the bill may be taken pro confesso.

B. F. HICKMAN, *Clerk.*

Upon which subpœna the Marshal made the following return, to wit:—

(*Marshal's Return.*)

I certify that I executed the within writ by reading the same to, and in the hearing of the within named defendant, Conrad C. Zeigler, and delivering to him a copy of the bill filed against the Missouri Iron Company and others, and a copy of this subpœna, at the county of St. Louis and District of Missouri, the 28th day of June, 1848.

R. C. EWING,
U. S. Marshal for the Dist. of Mo.

By H. W. LEFFINGWELL,
Deputy.

Service $0.50c.: Copy of Bill $7.50c.—$8.00.

(*Subpœna to Frizzell.*)

MISSOURI DISTRICT, SCT.

The President of the United States to Mason Frizzell, greeting:

You are hereby commanded to be and appear at Rules, to be held in the Clerk's office of the Circuit Court of the United States for the District of Missouri, on the first Monday of July next, at the city of St. Louis, then and there to answer the bill of complaint of Jesse B. Thomas, Jr., a citizen of the State of Illinois, filed against you on the seventeenth day of May, 1848: Hereof fail not. [SEAL.]

Witness the Honorable Roger B. Taney, Chief Justice of the United States, the 17th day of May, A. D. 1848.

Issued at office in the city of Saint Louis, the day and year last aforesaid.

BEN. F. HICKMAN, *Clerk.*

Memo: The defendant is to enter his appearance in this suit on or before the day at which the writ is returnable, otherwise the bill may be taken pro confesso.

BEN. F. HICKMAN, *Clerk.*

Upon which subpœna the Marshal made the following return, to wit:—

(*Marshal's Return.*)

I certify that this subpœna is returned not executed for want of time.

R. C. EWING,
U. S. Marshal for Mo. Dist.

By H. W. LEFFINGWELL,
Deputy.

Marshal's fees return non est 25.

Subpœna to American Iron Mountain Company.

The President of the United States to the American Iron Mountain Company, greeting:

You are hereby commanded to be and appear at Rules to be held at the Clerk's Office of the Circuit Court of the United States for the District of Missouri on the first Monday of July next, at the City of Saint Louis, then and there to answer the bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the seventeenth day of May, 1848. Hereof fail not.

Witness the Hon. Roger B. Taney, Chief-Justice of the United States, the seventeenth day of May, 1848, issued at office in the City of St. Louis, the day and year last aforesaid.

[SEAL.] BEN. F. HICKMAN, *Clerk.*

Memo: The defendants are to enter their appearance in this suit on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

B. F. HICKMAN, *Clerk.*

Upon which subpœna the marshal made the following return, to wit:—

Marshal's Return.

I certify that this writ is returned not executed for want of time.

R. C. EWING,
U. S. Marshal for M. District.

By H. W. LEFFINGWELL, *Deputy.*

Service, 25.

Subpœna to Missouri Iron Company.

MISSOURI DISTRICT, SCT.

The President of the United States to Missouri Iron Company, greeting:

You are hereby commanded to be and appear at Rules to be held in the Clerk's Office of the Circuit Court of the United States for the District of Missouri, on the first Monday of July next, at the City of Saint Louis, then and there to answer the bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the seventeenth day of May, 1848. Hereof fail not.

Witness the Honorable Roger B. Taney, Chief-Justice of the United States, the seventeenth day of May, 1848; issued at office in the City of St. Louis, the day and year last aforesaid.

[SEAL.] BENJ. F. HICKMAN, *Clerk.*

Memo.: The defendants are to enter their appearance in this suit on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

B. F. HICKMAN, *Clerk.*

(Marshal made no return on this subpœna.)

Afterwards, at the July Rules, 1848, the following proceedings were had in this case:—

Appearance of Zeigler.

JESSE B. THOMAS
vs.
MISSOURI IRON CO. *et al.*

The defendant, Conrad C. Zeigler, by Mr. Bogy, his solicitor, comes and enters his appearance in this case.

Afterwards, the following subpœnas in Chancery issued, to wit:—

MISSOURI DISTRICT, SCT.

The President of the United States to the American Iron Mountain Company, greeting:

You are hereby commanded to be and appear before the Honorable Circuit Court of the United States for the District of Missouri, on the first Monday of October next, at the City of St. Louis, then and there to answer the bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the seventeenth day of May, 1848. Hereof fail not.

Witness the Honorable Roger B. Taney, Chief-Justice of the United States the 5th day of September, 1848; issued at office in the City of St. Louis the day and year last aforesaid.

[SEAL.] BEN. F. HICKMAN, *Clerk.*

Memo.:—The defendants are to enter their appearance in this suit on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

BEN. F. HICKMAN, *Clerk.*

Upon which subpœna the Marshal made this return:—

Marshal's Return.

I certify, that I executed the within writ by reading the same and delivering a copy thereof, and a copy of the within named bill to the within named defendant, James Harrison, who is the President of the American Iron Mountain Company, at the County of St. Louis and District of Missouri, on the 16th day of September, 1848.

R. C. EWING,
U. S. Marshal for Mo. District.

By H. W. LEFFINGWELL,
Deputy.

Marshal's fees, service of writ, $1 00.

Alias Subpœna to Frizzell.

MISSOURI DISTRICT, SCT:

The President of the United States to Mason Frizzell, greeting:

You are hereby commanded to be and appear before the Honorable Circuit Court of the United States for the District of Missouri, on the first Monday of October next, at the city of St. Louis, then and there to answer the bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the seventeenth day of May, 1848. Hereof fail not. [SEAL.]

Witness the Honorable Roger B. Taney, Chief Justice of the United States, the 5th day of September, 1848.

Issued at office in the city of St. Louis, the day and year last aforesaid.

BEN. F. HICKMAN, *Clerk.*

Memo:—The defendant is to enter his appearance in this suit on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

(No Marshal's return on this subpœna.)

BEN. F. HICKMAN, *Clerk.*

MISSOURI DISTRICT, SCT:

The President of the United States to the Missouri Iron Company, greeting:

You are hereby commanded to be and appear before the Honorable Circuit Court of the United States for the District of Missouri, on the first Monday of October next, at the city of St. Louis, then and there to answer the bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the seventeenth day of May, 1848. Hereof fail not. [SEAL.]

Witness the Honorable Roger B. Taney, Chief Justice of the United States, the 5th day of September, 1848.

Issued at office in the city of St. Louis, the day and year last aforesaid.

BEN. F. HICKMAN, *Clerk.*

Memo:—The defendants are to enter their appearance in this suit on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

BEN. F. HICKMAN, *Clerk.*

(No Marshal's return on this subpœna.)

And afterwards, on Tuesday, October 3d, 1848, the following proceedings were had, viz:—

Leave given Complainant to amend Bill.

Jesse B. Thomas
vs.
Missouri Iron Company and others.

This day comes the complainant by his Solicitor, and on his motion leave is given him to amend his bill filed in this cause, said amendment to be filed with the Clerk of this Court, on or before the first Monday in November next.

Afterwards, at November Rules, 1848, viz: November 6th, 1848, the following order was made:—

Order filing Amendments.

Jesse B. Thomas, Complainant,
vs.
Missouri Iron Comp. and others, Defendants. } In Chancery.

This day came the complainant, by H. A. Garland, Esq., his Solicitor, and filed an amendment to his original in this cause, which amendment is filed in accordance with the order made herein at the last October term of this Court, and on motion of the said Garland, the usual Subpœna in Chancery is awarded upon said amendment. The amendment is as follows, to wit:—

Jesse B. Thomas
vs.
Missouri Iron Comp.,
American Iron Comp.,
Conrad C. Zeigler, and
others.

In the Circuit Court of the United States
for the Missouri District:

Amendment to the original bill.

By permission of the Court, the following amendments are introduced by the Plaintiff into his original bill:—

Amendments to Bill.

First. Four lines from the top of page 11, at the end of the paragraph, insert these words: "and your orator avers and charges, that neither the said C. C. Zeigler, nor the American Iron Mountain Company, have acquired title to that portion of the Iron Mountain tract claimed by your orator, but that it is still encumbered by the claim of your orator, and subject to his lien on account of his conditional contract with the Missouri Iron Company, which has never been fulfilled by said company, nor by the said Zeigler, or American Iron Mountain Company for them; nor have they, or either of them acquired a higher or better title to the land freed from the said incumbrance.

Second. Interrogatories to be answered by the American Iron Mountain Company, and by C. C. Zeigler.

By what title do you hold the one undivided seventh part of the "Iron Mountain tract" claimed by the complainant, and by him conditionally sold to the Missouri Iron Company, as is more fully explained in the body of this bill?

By what conveyance or title did Mr. C. C. Zeigler obtain the same from the Missouri Iron Company?

Third. In the closing paragraph, four lines from the end, insert these words: "But should this Honorable Court not deem it consistent with justice to decree a specific performance of the contract, on the part of the American Iron Mountain Company, as the successors of the Missouri Iron Company," your orator then prays that said American Iron Mountain Company may be decreed to re-convey to your orator the undivided one-seventh part of the "Iron Mountain tract" which is claimed by him.

GARLAND,
Solicitor for Complainant.

The Subpœna in Chancery is as follows, to wit:—

(*Subpœna on Amended Bill.*)

MISSOURI DISTRICT, SCT.

The President of the United States to the American Iron Mountain Company, greeting:

You are hereby commanded to be and appear at Rules, to be held at the office of the Clerk of the Circuit Court of the United States for the District of Missouri, on the first Monday of December next, at the city of Saint Louis, then and there to answer the amended bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the sixth day of November, 1848: Hereof fail not. [SEAL.]

Witness the Honorable Roger B. Taney, Chief-Justice of the United States, the fourteenth day of November, 1848.

Issued at office in the city of St. Louis under the seal of said court, the day and year last aforesaid.

BEN. F. HICKMAN, *Clerk.*

Upon which subpœna the Marshal made the following return, to wit:—

(*Marshal's Return.*)

I certify that I executed the within writ by leaving a copy of the same, together with a copy of the amended bill accompanying said writ, with James Harrison, the President of the within named company, on the 21st day of November, 1848, at the county of St. Louis and District of Mo.

ROBERT C. EWING,
U. S. Marshal for Mo. District.

By H. W. LEFFINGWELL,
Deputy.

Marshal fees, service, $1.00.

Afterwards the following subpœna in Chancery issued, to wit:—

MISSOURI DISTRICT, SCT.

The President of the United States to the Missouri Iron Company, greeting:—

You are hereby commanded to be and appear at Rules, to be held at the office of the Clerk of the Circuit Court of the United States for the District of Missouri, on the first Monday of April next, at the city of St. Louis, then and there to answer the bill of complaint of Jesse B. Thomas, a citizen of the State of Illinois, filed against you on the 17th day of May, 1848: Hereof fail not. [SEAL.]

Witness the Honorable Roger B. Taney, Chief-Justice of the United States, the 23d day of March, 1849.

Issued at office in the city of Saint Louis, under the seal of said court, the day and year last aforesaid.

BEN. F. HICKMAN, *Clerk.*

Memo.: The defendant to enter his appearance in this suit in the Clerk's office, on or before the day at which the writ is returnable; otherwise the bill may be taken pro confesso.

BEN. F. HICKMAN, *Clerk.*

(No Marshal's return on this subpœna.)

And afterwards, on Tuesday, April 10, 1849, the following order was made, viz.:—

(*Order Filing Demurrer to Bill.*)

JESSE B. THOMAS, Complainant,
vs.
MISSOURI IRON COMPANY *et al.*, Defendants. } In Chancery.

This day comes the defendants, C. C. Zeigler and James Harrison as President of the American Iron Mountain Company, by L. V. Bogy, Esq., their solicitor, and files separate demurrers to the bill of complainants filed herein.

H. A. Garland, Esq., solicitor for complainant, being present in court, and consenting to the filing of said demurrers at this time; which demurrers are as follows:—

Demurrer.

CIRCUIT COURT OF THE UNITED STATES
for the District of Missouri:

C. C. ZEIGLER *et al.*
vs.
JESSE B. THOMAS. } April Term, 1849.

C. C. Zeigler, one of the above named defendants, by protestation not confessing or acknowledging all or any matters or things set forth in the said bill of complainant to be true, in manner and form as therein stated and alleged, says, that he is advised by counsel, that the said bill is insufficient, and to which by the rules of this court he ought not to be compelled to make or give any answer, and for cause of demurrer this defendant shows that the said complainant has not by his said bill shown any sufficient matter of equity to entitle him to the relief sought in and by his said bill against these defendants. And as to so much of said bill as seeks to enforce against this defendant the contracts made by and between Nancy Bullett and the said complainant, this defendant not acknowledging anything in relation thereto in said bill to be true, does demur; and for cause of demurrer in that behalf says, that it appears by the said bill, that this defendant at the time this contract was consummated had no agency in the matter, and was not at that time, nor at any other time a stockholder or director of the Missouri Iron Company; and as to so much of said bill as seeks to enforce against this defendant the agreement entered into by the Missouri Iron Company, of the one part, and the said complainant of the other part, in relation to a certain amount of stock in said Missouri Iron Company; this defendant further protesting, and not acknowledging any of the matters and things in relation thereto, in the said bill contained to be true, does demur, and for cause of demurrer in that behalf says, that it does not appear by the said bill that this defendant was at any time a stockholder or director of the said Missouri Iron Company, nor does it appear by the said bill that there is, or at any time was any connection whatever between the said Missouri Iron Company and the American Iron Company; nor does it appear that this defendant was, or at any time has been a director of the said American Iron Mountain Company. And as to so much of the said bill as prays that the said American Iron Mountain Company may be decreed to reconvey to said complainant the undivided one-seventh part of the said Iron Mountain tract, this defendant not acknowledging anything in relation thereto in said bill to be true, does demur, and for cause of demurrer in that behalf says, that it appears by the said bill that the complainant conveyed and transferred to the said Missouri Iron Company all his right and title to the said one-seventh, in consideration of a certain quantity of the stock of the Missouri Iron Company. And therefore for these and other causes of demurrer to said bill of the complainant's own showing, this defendant does demur to said bill, and ask the judgment of the court thereon, and prays to be hence dismissed with his costs and charges in this behalf expended.

LEWIS V. BOGY and
E. MILTENBERGER,
Solicitors for Zeigler.

Lewis V. Bogy, being Counsel for the said Zeigler, certifies that in his opinion, the above demurrer is well founded in point of law.

LEWIS V. BOGY.

CIRCUIT COURT OF THE UNITED STATES
for the District of Missouri:

JAMES HARRISON
ADS.
JESSE B. THOMAS.
} April Term, 1849.

James Harrison, as President of the American Iron Mountain Company, and who was subpœnaed in this case by protestation, not confessing or acknowledging all or any matters or things set forth in the said bill of complaint to be true, in manner and form as therein stated and alleged, says, that he is advised by counsel that the said bill is insufficient, and to which, by the rules of this Court, he ought not to be compelled to make or give any answer; and for cause of demurrer this defendant shows that the said complainant has not by his said bill shown any sufficient matter of equity, to entitle him to the relief sought in and by his said bill. And as to so much of said bill as seeks to enforce against the American Iron Mountain Company, the contract made by and between Nancy Bullett and the said complainant, this defendant not acknowledging anything in relation thereto in said bill to be true, does demur, and for cause of demurrer in this behalf, says, that it appears by the said bill that this defendant at the time this contract was consummated, was then not in existence, nor does it appear that there ever was any connection whatever, between the said Missouri Iron Company and the said American Iron Mountain Company. And as to so much of said bill as seeks to enforce against this defendant the agreement as entered into by the Missouri Iron Company of the one part, and the said complainant of the other part, in relation to a certain amount of stock in said Missouri Iron Company, this defendant further protesting, and not acknowledging any of the matters and things in relation thereto in the said bill contained to be true, does demur, and for cause of demurrer in that behalf, says, that it does appear by the said bill that this defendant, viz: The American Iron Mountain Company, at the time the said contract was consummated, was then not in existence, nor does it appear that there ever was any connection whatever between the said Missouri Iron Company and the said American Iron Mountain Company. And as to so much of said bill as prays that the said American Iron Mountain Company may be decreed to reconvey to said complainant the undivided one-seventh part of the said "Iron Mountain Tract," this defendant not acknowledging anything in relation thereto in said bill to be true, does demur, and for cause of demurrer in that behalf says, that it appears by the said bill, that the complainant conveyed and transferred to the said Missouri Iron Company all his right and title to the said one-seventh, in consideration of a certain quantity of the stock of the said Missouri Iron Company. And, therefore, for these and other causes of demurrer to said bill of the complainant's own showing, this defendant does demur to said bill, and asks the judgment of the Court thereon, and prays to be hence dismissed with his costs and charges in this behalf expended.

LEWIS V. BOGY,
E. MILTENBERGER,
Solicitors.

Lewis V. Bogy, being counsel for the said Harrison, certifies that in his opinion the above demurrer is well founded in point of law.

LEWIS V. BOGY.

And afterwards, on Wednesday, April 11th, 1849, the following proceedings were had:—

(Demurrer argued.)

JESSE B. THOMAS, Compl't.
vs.
MISSOURI IRON COMPANY *et al.*, Def'ts.
} In Chancery.

This day come the parties by their solicitors, and the demurrers filed to the complainant's bill by the defendants, Zeigler & Harrison, were argued and submitted to the court.

And afterwards, on Thursday, April 12th, 1849, the following order was made, viz:—

(*Demurrer sustained, and leave to amend Bill.*)

JESSE B. THOMAS, Compl't.
vs.
MISSOURI IRON COMPANY *et al.*, Def'ts.
} In Chancery.

This day comes again the parties by their solicitors, and the court having examined the demurrers filed herein to the complainant's bill by the defendants, Zeigler & Harrison, and being fully advised of concerning the matters and things set up in said demurrers, is of opinion that the same are well founded, and do now order and decree that the said demurrers be sustained, and do further order that the complainant have leave to amend his bill by filing a new one, making Mrs. Bullett and her husband parties, and praying to have the transactions with the old company set aside, the one-seventh of the land restored to Mrs. Bullett in the same condition that it was when complainant made his purchase from Mrs. Bullett, and equally subject to his title bond. But so far as Mrs. Bullett is concerned, this amended bill must offer to pay the purchase-money to Mrs. Bullett or to her assignee, and demand a title on the payment being made, as a party is not allowed to come into court and ask a specific performance where he has no remedy at law unless he offers to put himself in a condition to enforce his contract. Here Thomas has no remedy, no right to sue anybody, nor to come into equity for specific performance without a positive offer to pay, and a submission to a decree for the money against him, and a sale of the land to satisfy it; and if it does not bring the amount, to decree over for the balance.

Afterwards, on Friday, April 13th, 1849, the following order was made in this case, viz:—

(*Order allowing time to file Amendments.*)

JESSE B. THOMAS, Complainant,
vs.
MISSOURI IRON COMPANY *et al.*, Defendants.
} In Chancery.

On motion of the solicitor for the complainant, time is given him until the first Monday in June next, to file the amended bill, as required by the order made in this cause on yesterday.

Afterwards, at Rules held on 4th of June, 1849, the following proceedings were had:—

(*Order Filing Amendment.*)

JESSE B. THOMAS, Complainant,
vs.
MISSOURI IRON COMPANY AND OTHERS, Defendants.
} In Chancery.

This day comes the complainant, by his solicitor, and files in this

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cause his amended bill, in obedience to the order made herein at the last term of this court.

Which amended bill is in the words and figures following, to wit:—

(Amended Bill.)

JESSE B. THOMAS
vs.
MISSOURI IRON COMPANY *et al.*

CIRCUIT COURT OF THE UNITED STATES
for the District of Missouri:

Your orator, Jesse B. Thomas, citizen of the State of Illinois, by way of amendment to his bill filed herein against the Missouri Iron Company and others, respectfully represents, that Mrs. Nancy Bullett, of whom your orator purchased the one-seventh part of the "Iron Mountain Tract," was the relict and devisee of George Bullett, deceased; that some time in the year 1837, she intermarried with one James Bruce, with whom she lived in the bonds of matrimony for some years; that some time in the year (the exact period is not known to your orator), they removed from Missouri into the State of Illinois, and while residing in the latter State in the county of Sangamon, they were divorced from each other and have not since lived as man and wife; that Bruce and wife holding the notes of your orator for the purchase-money, and the legal title to the land aforesaid, made an assignment and sale of the same to F. J. Allen and Sloan; that Allen and Sloan conveyed the rights they had thus acquired in the notes, and the land to the Missouri Iron Company on an agreement and express understanding with your orator, that he would in like manner assign his title bond to the said company, all of which is more fully set forth in his original bill, to which he begs leave to refer the court. Your orator charges that the sale to Allen and Sloan, and the sale of Allen and Sloan to the Missouri Iron Company were without consideration; that the whole was intended to be an arrangement to put the Missouri Iron Company into full and complete possession of the "Missouri Iron Tract," and thereby enable them to make a favorable sale of their stock in the market, by which sale the notes of your orator were to be paid, and the title of the company to the land perfected.

Your orator charges that no part of the contract or agreement has been complied with; that his notes have never been delivered up nor cancelled, nor has his title bond been returned to him. He therefore prays that Mrs. Nancy Bruce, late Mrs. Nancy Bullett, and James Bruce, her late husband, may be made parties to this his bill of complaint, and may be required true answer to make on their oath, to the allegations contained therein; that the contract with the Missouri Iron Company, and all the transactions with said company, may be set aside; that the one undivided seventh part of the Iron

Mountain Tract" may be restored to Mrs. Bruce, late Mrs. Bullett, in the same condition that it was when your orator purchased from her, and that it may be equally subject, as then, to the title-bond of your orator. When this Honorable Court shall have thus decreed a restoration of all parties to their original rights, if in their judgment it be equitable and just, your orator is willing and ready to pay all the balance due on his notes given for the purchase-money, with interest, to Mrs. Bruce or her assignee, and prays that on full payment and satisfaction thereof, a perfect fee-simple title to one undivided seventh part of the "Iron Mountain Tract" may be decreed to your orator, and in case of default, or a failure to make satisfaction, he is ready and willing to submit to a recision of the contract, or to any other decree which in the judgment of this Honorable Court may be equitable and just, and he will ever pray, &c.

GARLAND,
for Complainant.

And afterwards, at Rules held on Monday, January 7th, 1850, the following order was made:—

(*Order of Publication* vs. *James Bruce.*)

JESSE B. THOMAS, Complainant, vs. MISSOURI IRON COMPANY and others, Defendants.	In Chancery.

This day comes the complainant, by his solicitors, and filed the affidavit of Hugh A. Garland, Esq., stating that James Bruce, one of the defendants in this cause, is not a resident of this State, and on motion of said solicitors, it is ordered, that unless the defendant, James Bruce, do on or before the first Monday in April next, file his answer or enter his appearance to the amended bill filed against him and others in this cause, on the 4th day of June, 1849, that said amended bill may be taken for confessed against him, and a decree entered accordingly. And it is further ordered, that a copy of this order be published in the St. Louis Intelligencer, a newspaper printed in the city of St. Louis, for eight weeks successively.

Afterwards, on the 13th of February, 1850, the following answer of the defendant, Conrad C. Zeigler, was lodged in the office of the Clerk of the Circuit Court of the United States for the Missouri District; but before which, is to be copied the affidavit referred to in the above order.

The affidavit is as follows, to wit:—

Hugh A. Garland, one of the attorneys of this Honorable Court, deposeth as follows: That Jas. Bruce, made a party to the amended bill heretofore filed in obedience to an order of this Court, is a non-resident of this State, and not within reach of subpœna from this Court.

HUGH A. GARLAND.

Sworn to before me this 7th January, 1850.

BEN. F. HICKMAN, *Clerk.*

The answer of Conrad C. Zeigler is as follows, viz:—

Answer of C. C. Zeigler.

JESSE B. THOMAS
vs.
THE MISSOURI IRON COMPANY,
CONRAD C. ZEIGLER AND OTHERS.
} In Chancery.

IN THE CIRCUIT COURT OF THE UNITED STATES,
District of Missouri:

The answer of Conrad C. Zeigler, one of the defendants to the bill of complaint of Jesse B. Thomas, as complainant. This defendant now and at all times hereafter, saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the complainant's said bill of complaint contained, for answer thereunto, or unto so much and such parts thereof as this defendant is advised, is or are material or necessary for him to make answer unto, he answers and says: That the transaction mentioned in complainant's bill, in reference to the purchase made by him of the one-seventh part of the Iron Mountain property, is correctly stated and set forth by the complainant in his said bill. This respondent also admits, that the said complainant sold and transferred his said bond and all interest in the Iron Mountain property to said John L. Van Doren, in consideration of Van Doren's notes, to the amount of twenty-five thousand dollars, as set forth in complainant's bill. This respondent also admits that the act of incorporation, incorporating the Missouri Iron Company, and the subsequent acts of John L. Van Doren and others, organizing said company, are correctly set forth by said complainant. This respondent denies all knowledge and things set forth in complainant's bill, in reference to the mission of Van Doren to the east, and his failure to raise funds for said Missouri Iron Company, and that he knows nothing of the contract or sale alleged to have been made between Jones and one Sichel, or of the report made by Jones, either to the complainant or directors and stockholders of the company. This respondent was residing in the county at the time said occurrences are stated to have taken place, and by common report heard of the same, but never gave any credence to the reports and statements so made, not believing that any capitalist would embark his means in so wild and visionary a scheme as the same appeared to be to this respondent; and this respondent denies all knowledge of the transactions between complainant and the said Missouri Iron Company, induced, as he alleges, by the reports aforesaid, and never heard of the same except by complainant's bill, and so can form no opinion of the truth of such statement. This respondent further denies the allegation in complainant's bill of complaint contained, that this respondent had left in his possession by said Missouri Iron Company, as its Secretary, all the books, title-papers, and accounts and records of said Company. This respondent denies ever having been elected the Secretary of said Company, and never acted in that capacity except as hereinafter stated, to wit: Some time in the year eighteen hundred and forty the said Missouri Iron Company held a meeting at St. Mary's Landing, a property owned by said Company, or claimed by them; the Board met to receive the report of the Hon. Joseph Duncan, of Illinois, who, it appeared, had some time previously been elected President of said Company, and sent to the East or perhaps to Europe to effect sale of the stock of the Company which Van Doren and Jones had previously failed to accomplish. This respondent was present at said meeting in his capacity of attorney and legal adviser for several members of the Company, and it appearing from the report of Governor Duncan that the stock of the Company could not be sold, owing to some reports about a defective title, and the general want of confidence in the success of so gigantic an undertaking, together with the depressed state of the money market, it was determined to make no further attempt to carry out the contemplated scheme. So far as this respondent knows, the whole of these proceedings were verbal, and were afterwards reduced to writing by Augustus Pease, the Secretary of the Company, who was present. This respondent was requested by the Company then in session to go to St. Louis, and on behalf of said Company cancel the contract which had been made with the said Duncan and one Martin Thomas, in reference to the sale of the stock of the Company, and to receive from the Secretary of the Mutual Insurance Company of St. Louis the stock which said Duncan had deposited in the iron safe or vault of said Insurance Company. This respondent cancelled the agreement on behalf of said Iron Company with said Thomas and Duncan, and received a sealed package from Mr. T. O. Duncan, the Secretary of the Insurance Company, which was endorsed as containing five millions dollars of the stock of said Missouri Iron Company; what the contents of the package was this respondent cannot state, except that he saw, when opened by Joseph Pratt, the President of the Missouri Iron Company, to whom this respondent delivered the same, that it contained a number of certificates of stock of said Company. This respondent would further state that, while at the meeting of the Board of Directors of the Missouri Iron Company, the said Joseph Duncan resigned the office of President of said Company, and Joseph Pratte was immediately elected by the Board his successor. On several other occasions, perhaps two or three, this respondent was present at the meetings of the Board of Directors of said Missouri Iron Company, who were trying to devise means to pay the debts which were liens upon the Iron Mountain and other property of the company, a portion of which was in litigation, to advise concerning which was the cause of this respondent being present. On several of these occasions this respondent was requested to note down the proceedings, as Secretary *pro tem.*, with which request this respondent complied, the regular Secretary, Mr. Pease, being absent; and this respondent would further state, that with the exception above stated, and his acts as attorney for the company in certain lawsuits relative to St. Mary's Landing, this respondent denies any and all connection with Missouri Iron Company.

And this respondent says, that some time in the year A. D. 1843 or 1844, this respondent was requested to present to Martin Pease, the administrator of Augustus Pease, the late Secretary of the Company, an order for all the books, papers, and records of said Company in his possession. The said administrator delivered to this respondent several blank scrip bond and certificate of stock books, also several bundles of papers; which said administrator said were all the books or papers which had come to his hands.

And this respondent further states, that the said books and papers so received by him from said administrator were delivered unopened and unexamined by this respondent to the said Joseph Pratte, who subsequently had the same brought to the residence of this respondent, where they were examined by the said President and one or more of the Directors, and, at their request, by this respondent. It had been previously alleged that there were notes and accounts due the company to an amount sufficient to pay off all the immediate liens on the company's property. And your respondent was requested to examine the same with a view of ascertaining their value. There was found among said papers a bundle of notes, mostly payable to the Missouri Iron Company or to Van Doren, Pease & Co., which notes had been given by divers persons in the cities of Pittsburg, New York, Trenton, Boston, Lowell, New Orleans, and many other places not now remembered. The said notes were generally small, ranging from fifteen to one hundred dollars, and, from a list which accompanied them, appeared to be the first payment on lots purchased by the makers in the cities laid out by Van Doren, Pease & Co., called the Iron Mountain City and Missouri City. The company being unable to make a title to said lots, and the parties makers of said notes being scattered over so large an extent of country, and totally unknown to the said company, the notes were considered of no value. These notes, together the blank books and several certificates of stock in the name of Van Doren in an exploded Virginia Gold Mining Company, were left in the possession of this respondent by the said Joseph Pratte, President of said Company, who was to take the same away at some convenient time.

The record book containing the proceedings of the Board of Directors was not among the books and papers of the late Secretary, Augustus Pease, but was in possession of the President, Joseph Pratte, or some of the Directors. Said book was never in the possession of this respondent.

And this respondent further states that the last time this respondent saw said book was in January, A. D. 1842, when the Board held a meeting in the town of St. Genevieve, and, as far as this respondent knows, that was the last meeting of the Directors of said Company. This respondent appeared before said Board of Directors as attorney for several parties who had claims against the company, and also on his own behalf to receive an answer to a certain proposition hereinafter set forth. This respondent did not at that meeting note down the proceedings or act as secretary to said company.

And this respondent would further state that Joseph Pratte, the president, and all the directors of said company, except one, have, since the last meeting of the company, departed this life, so that said company is, in fact, dissolved by the death of the members aforesaid, and by the non use of its charter or act of incorporation as required by the terms thereof, and the laws of the State of Missouri in such cases made and provided.

And this respondent, further answering, denies the right of complainant to demand of him by what title he held the said property, commonly called the Iron Mountain property, and also by what title he held the said one-seventh part of said property claimed by complainant in his said bill of complaint; but will, nevertheless, set forth and exhibit here so much of his title as he is advised is necessary and material to be set forth and exhibited, to show that complainant has no just cause of complaint against this respondent, or those claiming under him, to wit: The American Iron Mountain Company, and this respondent here exhibits certified copies of three several deeds, marked A, B, C (the originals not being in possession or under the control of this respondent), which are prayed to be made part and parcel of this answer. The said deed marked A, from the Sheriff of St. Francois County to this respondent, was executed and delivered under the judgment and sale of Martin Thomas *vs.* Van Doren, Pease, & Co., which judgment, as stated by complainant, was a lien upon the property of the said Missouri Iron Company in said County of St. Francois, where the Iron Mountain is situated, and conveyed to this respondent the said Iron Mountain property, including the interest, or part claimed by said complainant; subject, however, to the lien of Nancy Bullett or her assigns for the purchase-money, which had not been paid by complainant, or any one for him.

And this respondent would further state and show unto this honorable court that the said deeds marked B, from the Sheriff of St. Francois County and Washington County, were made and delivered to this respondent under the order and decree and sale consequent thereon of the Circuit Court of the County of St. Francois in Chancery sitting, a certified copy of which order and decree and the record and proceedings of said court are hereto annexed and marked D, and prayed to be taken as part of this answer. The said last-mentioned deeds conveyed to this respondent the legal and equitable title of complainant and the said John L. Van Doren, as also of the said Allen & Sloan, the assignees of the notes of complainant and of said Nancy Bullett, afterwards Nancy Bruce.

And the defendant would further state that the Exhibit C, a deed from the Missouri Iron Company, conveyed to this respondent all the remaining right, title, claim, or interest which said company might have at that time in said Iron Mountain property. That said deed was executed and delivered to this respondent by said corporation, for the consideration therein stated; that the stock which was paid and given up for said deed, belonged to several of the stockholders of said company, who also had large demands against the said company, which demands this respondent had purchased from them, and subsequently paid them for the same upwards of thirty-six thousand dollars.

And this respondent further answering, says, that by the deeds aforesaid he acquired the legal and equitable title of all parties in the said Iron Mountain property; that if it is true, as stated by complainant, that he transferred his title bond from Nancy Bullett to the said Missouri Iron Company, then his title passed to this respondent by the said last mentioned deed from the said company to this respondent, as also by the deed under the Thomas judgment, which was a lien upon all the property of the Missouri Iron Company, derived through the said Van Doren, which said lien is admitted in complainant's bill.

And this respondent further states, that according to the records of the proper office the said title bond was owned by John L. Van Doren, as the assignee of said complainant, as stated by complainant in his said bill of complaint.

And this respondent denies that by virtue of the act of incorporation of the Missouri Iron Company, the title to said property known as the Iron Mountain property, became vested in said company; that to vest title in said corporation it was necessary to make, execute, and deliver a formal conveyance according to the laws of Missouri, and that Van Doren never made any such conveyance of the said bond to the said Missouri Iron Company, or if made, the same cannot be found of record in the Recorder's office of St. Francois or Washington County, and this respondent insists that at the time of the rendition of the decree and judgment of the said Circuit Court of St. Francois County, the said John L. Van Doren and the said complainant, against whom said decree was rendered, were the only parties of record who had any interest in said title bond so derived as aforesaid from said Nancy Bullett, and that the title of said Van Doren and said complainant passed to and became vested in this respondent as aforesaid.

And this respondent would further state, that although the price or sum at which the said one-seventh of the Iron Mountain so owned as stated by said Nancy Bullett was struck off to him, was a mere nominal sum; this respondent nevertheless paid the then full value of the same to Allen and Sloan, who were the assignees of complainant's notes, as stated in complainant's bill of complaint. This respondent paid to said Allen and Sloan six thousand five hundred dollars for said seventh of the Iron Mountain property, and said Allen and Sloan made, executed, and delivered to this respondent a quitclaim deed to the premises aforesaid.

And this respondent further states, that by agreement with said Allen and Sloan, this respondent was to become the purchaser of the property, if said Jesse B. Thomas or Van Doren, or some one for them did not come forward and pay the said notes of the said Jesse B. Thomas; and in the event that the same should be paid and a title demanded according to the terms of the bond of the said Nancy Bullett, then the overplus was to be paid to this respondent, after deducting the sum of six thousand five hundred dollars.

This respondent would also further state, that in regard to the purchase under the Thomas judgment, although the property was bid off by him at a nominal sum; he also paid to said Martin Thomas the full amount of his said judgment, principal and interest, amounting to about the sum of four thousand dollars, the vouchers and receipts for all which payments this respondent is ready and willing to produce if this Honorable Court shall so order and direct.

And this respondent further answering says, that he also purchased the said Iron Mountain property at sales under judgments and executions against said Missouri Iron Company at various times, and received from the Sheriff of St. Francois and Washington Counties deeds of conveyance for the same, which said deeds this respondent is ready and willing to produce here in court, if this Honorable Court shall so order and direct.

And this respondent further states, that in each and every instance where the property of said Missouri Iron Company, to wit: The Iron Mountain property, or any part thereof, was levied upon by virtue of any judgment or execution which was in any way a lien or incumbrance in law or equity upon said Iron Mountain property, this respondent paid the full amount of such judgment or lien, and that the amount paid by him in the acquisition of said property amounted to upwards of fifty-three thousand dollars, which was considered at that time as its full value, and was a larger sum of money than any person in this county was willing to give for the same; and this respondent further states, that after he had made all the purchases aforesaid, of said Iron Mountain property, the said property was advertised for sale by the State of Missouri, for unpaid taxes, amounting to about fourteen hundred dollars, and the said property was purchased by Felix Valle, of the county of St. Genevieve, at the tax sale, and while your respondent was absent from the State; on the return of this respondent, he also acquired the title so purchased by said Valle, and received from him a deed of conveyance for the same, which this respondent is ready and willing to produce, if this Honorable Court shall so order and direct. And this respondent further answering says, that he never was in any way connected with said Missouri Iron Company, except as herein and before stated; that he never was a stockholder in said company, that he knew nothing of the business or affairs of said company, which was generally regarded through the county as a wild speculation, gotten up without any cash capital or means to carry out the proposed plan of operations, except as your respondent has stated when he acted as counsel for some of the members or stockholders of said company. Your respondent would further state, that said Missouri Iron Company was, at the time of its dissolution, or what your respondent considered as its dissolution, the sale of all its property by process of law, utterly insolvent; that its debts amounted to nearly or quite three hundred thousand dollars: besides its capital stock, nearly the whole amount of said debts were purchased by this respondent, at about one-fifth their apparent value, where not reduced to judgments, and where reduced to judgments or legal liens upon the Iron Mountain property, the full value was paid. Under the circumstances aforesaid, and in the manner aforesaid, this respondent became the legal and equitable owner of the Iron Mountain, and twenty thousand arpens of land known as the Iron Mountain property; that all of said deeds and titles to said property so acquired as aforesaid, with the exception of the voluntary conveyance made by the said company as aforesaid, were acquired adversely to said Missouri Iron company; and this respondent further states that having acquired what he considered and still believes to have been a good, legal, and equitable title to said premises, including the interest or share claimed by complainant, he proceeded to New York, Boston, and other cities in the eastern States to engage capitalists to join him in the ownership of said property, with a view of erecting extensive Iron works at the said Iron Mountain, and constructing a railroad or other kind of road to the Mississippi River. This respondent, soon after his arrival in the eastern cities, ascertained the impracticability of engaging men of capital to embark their money in the proposed undertaking unless protected by an act of incorporation which would exempt them from individual liability for the act of such agents as would necessarily have to be employed in the enterprise. Your respondent accordingly returned to Missouri and applied to the Legislature for an act of incorporation, which application resulted in the granting of the act incorporating the American Mountain Company, under which act a company was formed, your respondent acting as Commissioner to receive subscriptions to the capital stock of said company. After the organization of said company this respondent conveyed the iron property aforesaid to said company; the persons constituting said company were all strangers to the title of this respondent, and relied solely upon the opinion of two eminent lawyers of this city, who examined the title of this respondent and found the same to be vested in this respondent according to the terms of the act of Congress of the 4th of July, A. D. 1836, by which act the claim of Joseph

Pratte to the Iron Mountain tract was confirmed to him or his legal representatives.

And this respondent further answering, denies that there was any connection whatever between this respondent and the said Missouri Iron Company, or between the said last mentioned company and the new or present American Iron Mountain Company; that the stockholders of the new company never owned a single share of stock in the old company, and indeed really and collectively were never in any manner connected with or interested in the said Missouri Iron Co.

And this respondent further answering says and insists that said complainant has no just cause or ground of complaint against this respondent or against the said American Iron Mountain Company, who claim title under this respondent, and that said complainant, according to his own showing, received payment for his said bond in the stock of the Missouri Iron Company, even after having previously sold the same, according to his statement in his said bill of complaint, to John L. Van Doren, and actually received his notes for $25,000 for the same; but this respondent here denies that he or the American Iron Mountain Company are in any way bound by the acts and dealings of the said Missouri Iron Company and the said complainant, and further states that neither the said complainant nor the said John L. Van Doren or the said Missouri Iron Company have ever paid or offered to pay the said sum of money specified in said promissory notes, although the same have been due and payable, according to their tenor and effect, more than ten years prior to the commencement of complainant's action against this respondent and others.

And this respondent further denies that said Allen & Sloan ever discharged said complainant from his liability to pay said two promissory notes assigned to them by the said Nancy and her husband, as stated; or that they agreed to look to Van Doren or to the Missouri Iron Company for the payment of the same, as stated by complainant in his said bill of complaint.

And this respondent further answering says, that the proposal hereinbefore referred to, as made by him to the Missouri Iron Company, at their meeting in January, A. D. 1842, was a proposal to have surrendered and delivered up to be cancelled, the shares of stock of said company mentioned in the deed to this defendant from said Missouri Iron Company, if said Company would make and deliver to your respondent a deed of conveyance of the right and title of the company to the Iron Mountain property, and also deliver to your respondent the original title deeds for said property. The proposal of your respondent was acceded to in part by making the conveyance aforesaid, and by delivering to this respondent certified copies of the title papers to the Iron Mountain property, which copies had been made for Governor Duncan when he went east. This respondent afterwards found most, if not all the original title deeds in the Recorder's Office of St. Francois and Washington Counties, which

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were given up to this respondent upon payment of sixty-two or three dollars, fees for recording the same. The said title papers were by this respondent delivered to the Secretary of the American Iron Mountain Company, where this respondent believes they now are.

And for answer to the interrogatories propounded by complainant to this respondent to be answered, he, answering, says:—

To the first interrogatory he answers and says, that he never was elected Secretary of the Board of Directors of the Missouri Iron Company, except as hereinbefore stated and set forth.

And for answer to the second interrogatory he answers and says, that he never served in the capacity of Secretary except as before stated; that he does not know who acted as Secretary at the various meetings of the Board when this respondent was not present. This respondent never heard or knew of the election of a Secretary after the death of Augustus Pease.

And for answer to the third interrogatory he answers and says, that he has not in his possession any books, papers, titles or records of said Missouri Iron Company other than as above stated and set forth, and some useless memorandums of contracts made by Van Doren in the East, and a bundle of stock certificates marked "cancelled."

And for answer to the fourth interrogatory he answers and says, that he has possession of the documents left with him as stated in this respondent's answer.

And for answer to the interrogatories contained in said complainant's amended bill of complaint, this respondent answering says, that he cannot answer the same more fully than he has already above set forth in his said answer.

And this defendant denies all and all manner of combination or confederation wherewith he is by said bill of complaint charged without this, that there is any other matter, cause, or thing in the said complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

C. C. ZEIGLER, *Respondent.*

C. C. Zeigler this day makes oath and says, that the matters and things contained in the foregoing answer, are true to the best of his knowledge and belief.

C. C. ZEIGLER.

Sworn to and subscribed before me this 13th day of February, 1850.
BEN. F. HICKMAN,
Clerk C. C. U. S. D. Mo.

Exhibit A, of the foregoing, is as follows, to wit:

(*Exhibit A, referred to in answer, being Sheriff's Deed to Zeigler.*)

To all to whom these presents shall come: I, Milton P. Coyce, Sheriff of the County of St. Francois, send greeting: Whereas on the nineteenth day of March, A. D. 1838, a judgment was rendered in the St. Francois Circuit Court, in favor of Martin Thomas, against J. Livingston Van Doren, Henry Pease & Co., for the sum of three thousand one hundred dollars, for his debt and damages for the detention thereof, amounting to the sum of two hundred and twenty-four dollars and twenty-five cents, together with costs of suit, upon which judgment an execution issued from the clerk's office of said court, in favor of the said Martin Thomas, against the said J. Livingston Van Doren, Henry Pease & Co., dated the fourth day of January, eighteen hundred and forty-one, directed to the Sheriff of the County of St. Francois, and was to me, the said sheriff, delivered, a copy whereof is hereunto annexed, and makes a part of this deed; by virtue of which said execution, I, the said sheriff, on the 6th day of January, 1841, did levy upon and seize all the right, title, claim, interest, estate and property of the said J. Livingston Van Doren, Henry Pease & Co., in and to the following described real estate, to wit: Twenty thousand arpens of land confirmed to Joseph Pratte, by act of Congress approved July 4, 1836, situate in townships 34 and 35, north ranges 3 and 4 east, in the Jackson Land District; and having, previously to the day of sale hereinafter mentioned, given at least twenty days' notice of the time and place of sale, and of the real estate to be sold and where situated, as the law directs, by advertisements posted up in at least six public places in said county of St. Francois, a copy of which advertisement is hereunto annexed, and makes a part of this deed; by virtue of which said execution and advertisement, I did on the fifth day of July, between the hours of nine in the forenoon and five in the afternoon, in the year 1841, agreeably to said advertisement at the court-house door in the town of Farmington during the July term of the Circuit Court of St. Francois County for the year 1841, expose to sale at public auction for ready money, all the rights, title, claim and interest of the said J. Livingston Van Doren, Henry Pease & Co., of, in and to the above described real estate, together with all the rights, privileges, and appurtenances thereunto belonging, and Conrad C. Zeigler being the highest and best bidder for the above described real estate, at the price and sum of fifty dollars, the same was stricken off, and sold to the said C. C. Zeigler for that sum.

Now therefore know ye, that I, Milton P. Coyce, sheriff as aforesaid, in consideration of the premises, and of the said sum of fifty dollars to me in hand paid by the said C. C. Zeigler, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law, I do hereby assign, transfer, and convey to him, the said C. C. Zeigler, all the right, title, claim, and interest of the said J. Livingston Van Doren, Henry Pease & Co., of, in, and to the above-mentioned and described property, that I might sell as sheriff as aforesaid, by virtue of the aforesaid execution and advertisement. To have and to hold the same to him, the said C. C. Zeigler, his heirs and assigns forever, with all rights, privileges, and appurtenances thereto belonging.

In witness wherof, I, Milton P. Coyce, sheriff of the county of St. Francois, have hereunto set my hand and seal the sixth day of July, in the year of our Lord one thousand eight hundred and forty-one.

[SEAL.] MILTON P. COYCE,
Sheriff St. Francois County, State of Mo.

Execution.

STATE OF MISSOURI,
County of St. Francois, ss:

The State of Missouri to the sheriff of St. Francois county, greeting: Whereas Martin Thomas, on the 19th day of March, A. D. 1838, at our Circuit Court, hath recovered against J. Livingston Van Doren, Henry Pease & Co., the sum of three thousand one hundred dollars for his debt and damages for the detention thereof, amounting to the sum of two hundred and twenty-four dollars and twenty-five cents, together with costs of suit, which to the said Martin Thomas were adjudged, as appears to us of record. And whereas, on the 19th day of November, A. D. 1839, in our Circuit Court, the above judgment in favor of said Thomas against said defendants was on scire facias renewed against said defendants: These command you as you have been heretofore commanded, that of the goods and chattels and real estate of the said J. Livingston Van Doren, Henry Pease & Co., you cause to be made the debt, damages, and costs aforesaid, and that you have the same before the Judge of our said Court, on the 3d Monday in the month of March next, to render to the said Martin Thomas the debt, damages, and costs aforesaid, and that you certify to our said court how you execute this writ; and have you then and there this writ.

Witness, John Cobb, clerk of our said court and seal of office, at Farmington, the 4th day of January, A. D. 1841.

[SEAL.] JOHN COBB, *Clerk.*

Advertisement. Sheriff's Sale of Real Estate.

By virtue of two executions to me directed, issued from the office of the Clerk of the Circuit Court of St. Francois county, dated the 4th day of January, A. D. 1841, and against J. Livingston Van Doren, Henry Pease & Co., the other against J. Livingston Van Doren, and each in favor of Martin Thomas, on the 6th day of January, 1841, I levied the same on all the right, title, claim, and interest of J. Livingston Van Doren, Henry Pease & Co., and that of J. Livingston Van Doren, in and to the following described tract of land, and advertised the same to be sold on the 3d Monday in March last, and in consequence of the change in the time of holding the court I did not sell the same. Now, therefore, in pursuance of said execution, and in pursuance of the law changing the time of holding said court, I will on Monday, the first day of the next term of the Circuit Court to be holden in St. Francois county, on the first Monday in July next, it being the first day of the July term of the Circuit Court for the said county, offer for sale to the highest bidder, for ready money, between the hours of nine of the clock of the forenoon and five of the clock of the afternoon of said day, at the court-house door, in the town of Farmington, all the right, title, claim, and interest of J. Livingston Van Doren, Henry Pease & Co., and also that of J. Livingston Van Doren, in and to a certain tract of land situate in the counties of St. Francois and Washington, in this State, containing in all twenty thousand arpens, confirmed to Joseph Pratte by act of Congress, approved July 4th, 1836, situate in Townships 34 and 35, North Range 3 and 4 East. I will sell so much of said tract as lies in the county of St. Francois, or so much thereof as shall be necessary to satisfy said executions and costs. May, 1841.

MILTON P. COYCE,
Sheriff of St. Francois County, Mo.

STATE OF MISSOURI,
County of St. Francois, ss:

Be it remembered, that on the 7th day of July, A. D. 1841, personally came into the Circuit Court for the county of St. Francois aforesaid, whilst the same was in session, Milton P. Coyce, Sheriff of said county, and acknowledged the within deed to be his act and deed for the purposes therein mentioned.

In testimony whereof, I, John Cobb, Clerk of said Court, have hereunto subscribed my name, and affixed my official seal, at Farmington, the date aforesaid.

JOHN COBB, *Clerk.*

Filed for record, July 7th, 1841.

JOHN COBB, *Recorder.*

Exhibit B, of the foregoing answer, is as follows, to wit:—

(*Exhibit B, referred to in answer, being Sheriff's Deed to Zeigler.*)

To all to whom these presents shall come: I, Charles Myers, Sheriff of the county of St. Francois, send greeting:

Whereas, on the tenth day of March, one thousand eight hundred and forty-two, a decree was rendered in the Circuit Court of St. Francois county, in favor of Frank J. Allen and Hiram L. Sloan, Complainants, against Jesse B. Thomas, jr., and John Livingston Van Doren, Defendants, for the sum of eleven thousand four hundred and twenty-five dollars, and all the right, title, interest and claim of the said defendants in and to the one undivided one-seventh part of what is called the Iron Mountain tract of land, containing twenty thousand arpens, more or less, which said tract of land is situated in the counties of Washington and St. Francois, in the State of Missouri, adjudged and decreed to be sold to satisfy said decree of eleven thousand four hundred and twenty-five dollars, with interest, damages, and costs, upon which decree an order of sale issued from the Clerk's office of the said Court, in favor of the said Frank J. Allen and Hiram L. Sloan, dated the 28th day of December, 1842, directed to the Sheriff of St. Francois County, and was to me, the Sheriff, delivered; by virtue of which said order, I, the Sheriff, did on the 9th day of May, in the year 1843, levy upon and seize all the right, title, claim, interest, estate, and property of the said Jesse B. Thomas, Jr., and J. Livingston Van Doren, in and to the aforesaid one undivided one-seventh part of the Iron Mountain tract of land aforesaid, and having previously to the sale, hereinafter mentioned, given at least twenty days' notice of the time, terms, and place of sale, and of the real estate to be sold, where situated, as the law directs, by advertisements posted up in six of the most public places in the said county of St. Francois, by virtue of which said decree, said sale and advertisements, I did, on the 8th day of May, between the hours of nine in the forenoon and five in the afternoon, in the year 1843, agreeably to the said advertisements, at the court-house door, in the town of Farmington, during the May term of the Circuit Court of St. Francois County, for the year 1843, expose to sale, at public auction, for ready money, all the right, title, claim, interest, estate, and property of the said Jesse B. Thomas, Jr., and John Livingston Van Doren, of, in, and to the aforesaid described real estate, together with all the rights, privileges, and appurtenances thereunto belonging, and Conrad C. Zeigler being the highest and last bidder for the above described real estate, at the price and sum of fifty dollars, the same was stricken off and sold to the said Conrad C. Zeigler for that sum. Now, therefore, know ye, that I, Charles Myers, Sheriff as aforesaid, in consideration of the premises of the said sum of fifty dollars to me in hand paid by the said Conrad C. Zeigler, the receipt whereof is hereby acknowledged by me, and by virtue of the authority of law in me vested, I do hereby assign, transfer, and convey to him, the said Conrad C. Zeigler, all the right, title, claim, interest, estate, and property of them, the aforesaid Jesse B. Thomas, Jr., and John Livingston Van Doren, of, in, and to the above described property that I might sell as Sheriff aforesaid, by virtue of the aforesaid order and advertisements; to have and to hold the same to him, the said Conrad C. Zeigler, his heirs and assigns forever, with all the rights, privileges, and appurtenances thereto belonging.

In testimony whereof, I, Charles Myers, Sheriff of the County of St. Francois, aforesaid, have hereunto set my hand and seal, this tenth day of May, 1843.

[SEAL.] CHARLES MYERS,
Sheriff of St. Francois County.

STATE OF MISSOURI,
County of St. Francois, ss:

In the Circuit Court, May term, 1843. Be it remembered that on the 13th day of May, 1843, Charles Myers, Sheriff of the said County of St. Francois, appeared in open Court and acknowledged the foregoing instrument of writing to be his act and deed for the purposes therein mentioned.

In testimony whereof I, John Cobb, Clerk of the Circuit Court for the County aforesaid, hereunto subscribed my name and affixed the seal of said Court at office at Farmington, this 22d day of May, 1843.

[SEAL.] JOHN COBB, *Clerk.*

Filed for Record May 22d, 1843.

JOHN COBB,
Recorder.

Exhibit C, of the foregoing answer, is as follows:—

(*Exhibit C, referred to in Answer, being Deed of Missouri Iron Company to Zeigler.*)

This indenture, made this 6th day of January, one thousand eight hundred and forty-two, between the Missouri Iron Company, a corporate body in the State of Missouri, party of the first part, and Conrad C. Zeigler, of the County of St. Genevieve, party of the second part, witnesseth, that the said party of the first part, in pursuance of a resolution of the Board of Directors of the Missouri Iron Company, adopted this day, have, for and in consideration of one thousand seven hundred and eighty-five shares of the capital stock of the Missouri Iron Company, amounting to the sum of one hundred and seventy-eight thousand five hundred dollars, by the said party of the second part transferred and delivered to the said party of the first part, the receipt whereof is hereby acknowledged, given, granted, bargained, sold, remised, released, and forever quitclaimed, and by these presents do give, grant, bargain, sell, remise, release, and forever quitclaim, unto the said party of the second part, all the right, title, claim, and interest of the said party of the first, in and to the Iron Mountain and twenty thousand arpens of land, situated in the counties of St. Francois and Washington, in the State of Missouri, and is the same tract of land granted by the Spanish Government to Joseph Pratte, and confirmed to the said

Joseph Pratte by act of Congress, approved July 4th, 1836; to have and to hold said tract of land, and Iron Mountain, together with all and singular the rights, members, appurtenances thereto belonging, or in any wise appertaining unto him the said Conrad C. Zeigler, the party of the second part, his heirs and assigns, forever.

In testimony whereof, the said party of the first part, by the President of the Company, have hereto set the seal of said Missouri Iron Company, and subscribed his name hereto the day and date above written. And by order of the Board of Directors, the Secretary *pro tem.* has also signed his name hereto, with the President, for and in behalf of the Missouri Iron Company.

[SEAL.] JH. PRATTE,
President Missouri Iron Company.

W. B. WILKINSON,
Secretary pro tem.

STATE OF MISSOURI,
County of St. Genevieve, ss:

Be it remembered, that on this 6th day of January, 1842, before me, Eloy Le Compte, one of the Justices of the County Court in and for the county of St. Genevieve and State of Missouri, personally appeared Joseph Pratte, President of the Missouri Iron Company, and Walter B. Wilkinson, Secretary pro tem. of said Missouri Iron Company, who are both personally known to me to be the persons whose names are subscribed to the foregoing deed of conveyance as having executed the same for and in behalf of the said Missouri Iron Company, and acknowledged the same to be the act and deed of the said Missouri Iron Company for the purposes therein mentioned.

In testimony whereof I have hereto set my hand the 6th day of January, A. D. 1842.

ELOY LE COMPTE,
One of the Justices of the County Court.

STATE OF MISSOURI,
County of St. Genevieve, ss:

I, Jesse B. Robbins, Clerk of the County Court within and for the county aforesaid, do hereby certify, that Eloy Le Compte, whose name is written to the above certificate of acknowledgment, was on the day the same was taken, one of the Justices of the County Court for the county aforesaid, and that the said signature is in the proper handwriting of the said Eloy Le Compte, and that full faith and credit are due to all his official acts.

In witness whereof I, the said Clerk, have hereunto set my hand and affixed the seal of said County Court, this 9th day of February, A. D. 1842.

[SEAL.] JESSE B. ROBBINS, *Clerk.*

Filed for Record February 11, 1842.

JOHN COBB, *Recorder.*

STATE OF MISSOURI,
County of St. Francois, ss:

I, John Cobb, Clerk of the Circuit Court and ex-officio Recorder, within and for said county, do hereby certify, that the foregoing eight pages of writing contain true and perfect copies of the record: 1st. Of a deed from Sheriff Milton P. Coyce to C. C. Zeigler: 2d. Of a deed from Sheriff Charles Myers to C. C. Zeigler; and 3d, a deed from the Missouri Iron Company to C. C. Zeigler, as fully as the same remain in my office.

In testimony whereof, I hereunto subscribe my name and affix my official seal at office at Farmington the 6th day of January, A. D. 1850.

JOHN COBB, *Recorder.*

Exhibit D, of the foregoing answer, is as follows, to wit:—

(*Exhibit D, referred to in Answer, being transcript of proceedings, suit in Chancery in St. Francois County.*)

STATE OF MISSOURI,
County of St. Francois, ss:

Record and proceedings in the Circuit Court, sitting as a Court of Chancery within and for the County of St. Francois, in the Ninth Judicial Circuit of the State of Missouri, in the matter of Frank J. Allen and Hiram L. Sloan *vs.* Jesse B. Thomas, Jr., and John Livingston Van Doren. Bill in Chancery.

At the July term of said Court, 1840, before the Honorable David Sterigere, Judge of our said Court, on Thursday, the 4th day of the term, and on the 23d day of the said month of July, among other the following proceedings were had, to wit:

On the first day of June, 1840, the above named plaintiffs by their attorneys, filed in the office of the Clerk of the Ciruit Court aforesaid, the following bill in Chancery, to wit:—

STATE OF MISSOURI,
County of St. Francois, ss:

In Chancery.

To the Honorable the Circuit Court for the County of St. Francois, in Chancery sitting:—

Humbly complaining, showeth unto your Honor your orators, Frank J. Allen and Hiram L. Sloan, of the county of Cape Girardeau, in the State of Missouri, that some time in the month of October, A. D. 1837, one James Bruce and Nancy his wife, formerly Nancy Bullett, in consideration of the sum of four thousand five hundred dollars to them in hand paid by your orators, assigned and transferred unto your orators two certain promissory notes, drawn by one Jesse B. Thomas, Jr., of the county of Sangamon, State of Illinois, in favor of said Nancy Bullett, now Nancy Bruce, for the sum of five thousand dollars, each dated November 2d, A. D. 1836, one payable six months after date, the other payable twelve months after date, on the first of which said notes there was credited the sum of one thousand dollars, before the same were assigned to your orators, which said notes are now to the court here shown and produced.

And your orators further state, that the said notes were executed by said Thomas, in consideration that said Nancy would, upon the payment thereof, when the same should become due, convey by good and sufficient deed of conveyance unto said Jesse B. Thomas, Jr., his heirs, executors, administrators and assigns, the one undivided seventh part of twenty thousand arpens of land, known as the "Iron Mountain tract," in Washington County, State of Missouri, confirmed unto Joseph Pratte by act of Congress of the 4th July, 1836, all of which will more fully appear by reference to a certified copy of the original bond herewith filed, marked A, and prayed to be taken as part and parcel of this bill, the original not being in possession or under the control of your orators, nor do they know where the same now is.

And your orators further state, that on the fifteenth day of November, A. D. 1836, the said Jesse B. Thomas, Jr., conveyed unto John Livingston Van Doren, of the State of Missouri, by his certain bond of that date, all his right, title, claim and interest in said Iron Mountain tract, as conveyed to him by said Nancy, in consideration of the sum of twenty-five thousand dollars, that is to say, in consideration that the said Van Doren would pay unto said Thomas the amount of the said two promissory notes, given and executed by said Thomas, to said Nancy, when the same should become due, according to the tenor and effect thereof; and also pay, according to their tenor and effect, three several promissory notes, executed by said Van Doren, to said Thomas, each for the sum of five thousand dollars, one payable in eighteen months, one in twenty-four, the other in thirty months, all of which will more fully appear by reference to a certified copy of said bond, herewith filed, marked B, and prayed to be taken as part and parcel of this bill, the original not being in the possession or under the control of your orators, nor do they know where the same now is.

And your orators further state, that some time in the month of February, A. D. 1839, your orators purchased of said Nancy Bruce (formerly Nancy Bullett) and James Bruce, the said undivided seventh part of said land, subject to the bond executed by said Nancy to said Thomas, for the sum of four thousand five hundred dollars, as by reference to the original deed here shown and produced, marked D, will more fully appear.

And your orators further state, that although the time has long since elapsed when the said two promissory notes of said Jesse B. Thomas, Jr. became due, yet he has not paid the same, nor any part thereof, according to their tenor and effect, except the said sum of one thousand dollars aforesaid, nor has the said Van Doren paid the same or any part thereof, according to his agreement with the said Thomas, Jr., although the said Nancy before the conveyance to your orators of said undivided seventh, and your orators since the conveyance, have always been ready and willing, and still are ready and willing to convey to said Jesse B. Thomas, Jr., or to his assigns, the right and title of said Nancy to said land, according to the true intent and meaning of said bond, upon the payment of the said two promissory notes to your orators assigned as aforesaid.

And your orators further state unto your honor, that the said Jesse B. Thomas, Jr., is not a resident of the State of Missouri, and that the said John L. Van Doren is an insolvent debtor, and unable to pay said several promissory notes, according to his agreement with said Thomas; wherefore insomuch as your orators are wholly without remedy, and unable to collect their said demand against the said Jesse B. Thomas, Jr., they pray that the honorable court will order, adjudge and decree that said one undivided seventh part of said land be subjected and sold to pay the said two notes, together with the interest due thereon, and that the said bond from the said Nancy to said Thomas be cancelled, set aside and held for naught, and that the bond of said Thomas to said Van Doren, so far as the same in anywise affects the title of said land, be set aside and held for naught; and your orators pray that said Thomas and Van Doren may be made defendants in this bill, and that your honor will grant unto your orators a writ of subpœna, issuing out of, and under the seal of this honorable court, directed to said John L. Van Doren and Jesse B. Thomas, Jr., them and each of them, on some certain day therein to be named, to be and appear before your honor, in this Honorable Court, to answer all and singular the said premises, and to stand and abide by such order and decree therein as to your Honor shall seem meet, and shall be agreeably to equity and good conscience, and your orators will ever pray, &c.

SCOTT & ZEIGLER, *Solicitors.*

("A"—Exhibit of this bill is copied as exhibit A, in the bill of Thomas against Missouri Iron Company and others. Exhibit B of this bill is copied as exhibit B in the bill of Jesse B. Thomas, Jr. against Missouri Iron Company, &c.)

On the foregoing bill and exhibits was endorsed "To the Clerk: Let summons issue according to law, and send duplicate to Madison Co. Scott & Zeigler, Solicitors;" which is marked, "Filed June 1st, 1840. Test, John Cobb, Clerk." And on a certified copy of the foregoing bill was issued, directed to the sheriff of St. Francois County, the following summons, to wit:—

STATE OF MISSOURI,
County of St. Francois, ss:

Ninth Judicial Circuit. The State of Missouri to the Sheriff of

1262.

St. Francois County aforesaid, greeting: You are hereby commanded to summon Jesse B. Thomas, Jr., if he shall be found in your county, to be and appear before the Circuit Court for the said county of St. Francois, on the first day of the next term thereof, to be held at the court-house, at the town of Farmington, within and for the county aforesaid, on the third Monday in the month of July next, to answer the bill of complaint exhibited against him by Frank J. Allen and Hiram L. Sloan, in Chancery; and this he is in no wise to omit, under the penalty of what the law directs, and have you then there this writ, and certify to our said court how you executed the same.

Witness, John Cobb, Clerk of our said Circuit Court and seal of office at Farmington, the 10th day of June, A. D. 1840.

[SEAL.] JOHN COBB, *Clerk*.

On which said certified copy of the bill and summons was endorsed the following, to wit: The above-named defendant, Jesse B. Thomas, not found in St. Francois County this 1st day of July, 1840. E. H. Hibbits, Sheriff of St. Francois County. And on a certified copy of said bill was issued the following summons, directed to the Sheriff of Madison County, to wit:—

STATE OF MISSOURI,
County of St. Francois, ss:

Ninth Judicial Circuit. The State of Missouri. To the Sheriff of Madison County in the State aforesaid, greeting: You are hereby commanded to summon Jesse B. Thomas, Jr. and John Livingston Van Doren, if they shall be found in your county, to be and appear before the Circuit Court for the said county of St. Francois, on the first day of the next term thereof, to be held at the court-house, at the town of Farmington (within and for the county of St. Francois), on the third Monday in the month of July next, to answer the bill of complainant exhibited against them by Frank J. Allen and Hiram L. Sloan, in Chancery, and this they are in nowise to omit under the penalty of what the law directs, and have then there this writ, and certify to our said court how you executed the same.

Witness, John Cobb, Clerk of our said Circuit Court, and seal of said office of Farmington, the ninth day of June, A. D. 1840.

[SEAL.] JOHN COBB, *Clerk*.

On which said certified copy of the said bill and summons was the following return, to wit: Executed the within on the 26th day of June, A. D. 1840, by delivering to John L. Van Doren a certified copy of the within in Madison County, Jesse B. Thomas not found in Madison County. James Marshall, Sheriff Madison County. Service, $1 50. Jno. Marshall. And on which said bill, summon and sheriff's return was the following proceedings, to wit: On Thursday, the 4th day of the Circuit Court, also begun and held at the town of Farmington, county of St. Francois, and State aforesaid, it being the 23d day of July, A. D. 1840, before the Hon. David Steringere, judge of said court, to wit: Now at this day come the complainants, and on leave given by the court, file an amendment to their bill of complaint, which amended bill is in words and figures following, to wit:—

Frank J. Allen & Hiram L. Sloan }
vs. } Original bill in Chan'y.
Jesse B. Thomas & John L. Van Doren. }

Amendment to the bill filed by leave of the court: And the said plaintiffs further pray that the said Van Doren and Thomas may be decreed to pay your orators the said sum of money contained and named in said notes, or that in default thereof, all the right, title, claim and interest in said property named, may be decreed to pass to and vest in the said complainants, and the said Van Doren and Thomas forever barred and foreclosed and precluded from all right whatever, or to enforce or carry into issue the said agreement on their part; and that the said complainants may be quieted in their title to the said property so purchased by them of the said Nancy and Bruce.

And your complainants pray for such other and further relief in the premises in all things as shall belong and appertain to equity, justice and good conscience, &c.

SCOTT & ZEIGLER, *for Pl'ffs.*

Which said amended bill was endorsed—

Filed July 23d, 1840.

JOHN COBB, *Clerk.*

And afterwards, on the same day and at the same time, before same judge, the following order was made, to wit:—

Frank J. Allen & Hiram L. Sloan, Compl'ts }
vs. } In Chan'y.
Jesse B. Thomas, Jr., & John L. Van Doren, Def'ts. }

The said complainants having filed here in court their bill, and it appearing to the satisfaction of the court that Jesse B. Thomas, Jr., and of the said defendants, is a non-resident of this State, and that process cannot be served upon him; on motion of the complainants by their solicitors, it is ordered by the court that the said Jesse B. Thomas, Jr., one of the said defendants, be notified that said complainants against him, setting forth in substance that some time in Oct. 1837, one James Bruce and Nancy his wife (formerly Nancy Bullett), in consideration of the sum of four thousand five hundred dollars, assigned and transferred unto the said Frank J. Allen and Hiram L. Sloan, two certain promissory notes drawn by one Jesse B.

Thomas, Jr., in favor of said Nancy Bullett (now Nancy Bruce), for the sum of five thousand dollars, each dated November 2d, 1836, payable six months, and the other twelve months after date. That the said notes were executed by said Thomas, in consideration that said Nancy would, upon the payment thereof when the same should become due, convey by good and sufficient deed of conveyance unto said Jesse B. Thomas, Jr., the one undivided seventh part of twenty thousand arpens of land, known as the Iron Mountain tract in Washington County and State of Missouri, confirmed to Joseph Pratte by Act of Congress of the 4th July, 1836. That on the fifteenth day of November, 1836, the said Jesse B. Thomas, Jr., conveyed unto John Livingston Van Doren, by his certain bond of that date, all his claims and interest in said Iron Mountain tract (as conveyed to him by the said Nancy), for the sum of twenty-five thousand dollars; that is to say, the said Van Doren should pay the amount of the said two promissory notes as executed by the said Thomas to the said Nancy when the same should become due, and also pay according to their tenor and effect three several promissory notes executed by said Van Doren to the said Thomas, each for the sum of five thousand dollars; one payable eighteen months; one twenty-four months, and the other thirty months. That some time in the month of February, 1839, the said complainants purchased of said Nancy Bruce (formerly Nancy Bullett) and James Bruce, the said undivided seventh part of the aforesaid tract of land, subject to the bond executed by the said Nancy to the said Thomas; alleging that the said notes from the said Thomas to the said Nancy have not been paid according to their tenor and effect, nor has the said Van Doren paid the same according to his agreement with the said Thomas; that the said Nancy before the conveyance to the said complainants of said undivided interest of one-seventh part of said land, and the said complainants since said conveyance to them have been ready, and are still ready and willing to convey to the said Thomas the right and title of said Nancy to the said land according to the interest and meaning of said bonds, upon the payment of the said notes to the complainants' assignees: that the said Jesse B. Thomas, Jr. is not a resident of this State; that the said John L. Van Doren is an insolvent debtor, and unable to pay said notes according to his agreement with the said Thomas, and prays that the court will decree that the said undivided seventh part of said land be subjected and sold to pay the said two notes, with the interest due thereon; and that the said bond from the said Nancy to the said Thomas be cancelled; that the bond of said Thomas to said Van Doren, so far as the same affects the title of said land, be set aside and held for naught; that the said Thomas and Van Doren be made defendants in this bill; that they may be decreed to pay the sums of money named in said notes, or in default thereof the title of the said land to vest in the said complainants, and that they be quieted in their title to said property so purchased from the said Nancy Bruce, and that unless the said

Jesse B. Thomas, Jr. shall appear on or before the first day of the next term of this court, to be held at the Court House at the town of Farmington, in said county of St. Francois, on the third Monday in the month of November next, and answer said bill, the same will be taken as confessed.

And it is further ordered by the said court, that a copy of this order be published in some newspaper printed in the State, for eight weeks successively, the last insertion to be at least four weeks before the commencement of the next term of this court.

It is ordered, that this cause be continued till the next term of this court.

And afterwards, to wit: at the November term of the Circuit Court sitting as a Court of Chancery in and for St. Francois County, and State of Missouri, before the same judge, to wit: on Tuesday, November 17th, 1840, it being the 2d day of said November term, the following were the proceedings:—

FRANK J. ALLEN & HIRAM L. SLOAN, Compl'ts.
AGAINST
JESSE B. THOMAS & JOHN L. VAN DOREN, Def'ts. } O. Bill.

This day come John Livingston Van Doren, one of the above defendants, by his solicitor, and files a demurrer to the complainants' bill; which said demurrer is in the words and figures following, to wit:

The demurrer of John Livingston Van Doren to the bill of complaint of Francis J. Allen, and ——— Sloan against the said Van Doren, and who is sued with Jesse B. Thomas: This defendant by protestation, not confessing or acknowledging all or any of the matters and things in and by the said bill set forth and complained of to be true, in manner and form as the same are therein and thereby set forth and alleged, says, that he is advised that there is no matter or thing in the complainants' said bill of complaint contained good and sufficient in law to call upon them, defendants, to answer the same in this honorable court, but that there is good cause of demurrer thereto, and they demur thereto accordingly, and for cause of demurrer say, that the said complainants have full and complete remedy at law for all causes set forth in said bill, wherefore and for divers other errors and defects in said complainants' bill contained, and appearing upon the face of the bill, this defendant does, as aforesaid, demur in law thereto, and humbly crave the judgment of this honorable court, whether they are compellable or ought to make any answer thereto otherwise than aforesaid. And the said J. L. Van Doren prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

M. FRIZZELL,
Solicitor for Van Doren.

Which demurrer is marked: "Filed November 17, 1840.
JOHN COBB, *Clerk.*"

And afterwards, to wit: At the same term of said court, and on the 18th day of November, 1840, it being Wednesday, and the third day of said term, the following was had:—

Frank J. Allen & Hiram L. Sloan, Compl'ts,
vs. } O. Bill.
Jesse B. Thomas, Jr. & John L. Van Doren, Def'ts.

This day come the said complainants by their solicitors, and file the affidavit of D. L. Halbroch, printer of a newspaper in the city of St. Louis, to which is appended a copy of the order made at the last term of this court, and the court being satisfied that said order has been in all things complied with, the same is in all things approved.

And further, on the 19th day of November, 1840, of the same term of the court, it being Thursday, the fourth day of said term, the following order was made, to wit:—

Frank J. Allen & Hiram L. Sloan
vs. } O. Bill.
Jesse B. Thomas & J. Livingston Van Doren.

And now, on this day, come the parties aforesaid by their solicitors, and the matters contained in the defendants' demurrer to complainants' bill being argued by counsel, and the court not now being sufficiently advised of and concerning the premises, takes time to consider thereof until the next term of this court, to which term this cause is continued.

Afterwards, at the July term of the Circuit Court, 1841, and before the same judge on Wednesday the third day of said term, and the 7th of the month, the following was ordered:—

Frank J. Allen & Hiram L. Sloan, Compl'ts,
vs. } O. Bill on Demurrer.
Jesse B. Thomas & Jo. Livingston Van Doren, Def'ts.

Now, at this day, come the parties by their solicitors, and the court not being sufficiently advised of and concerning the matters contained in the defendants' demurrer to complainants' bill, takes time to consider thereof until the next term of this court, to which term it is ordered that this cause be continued.

At the November term, 1841, of said court and before the same judge, and on Tuesday the second day of said term, and the 2d day of said month of November, 1841, the following proceedings were had, to wit:—

Frank J. Allen & Hiram L. Sloan, Complainants,
vs. } O. Bill in Chancery.
Jesse B. Thomas, Jr. & John L. Van Doren, Def'ts.

Now, at this day, come the parties aforesaid by their solicitors, and the defendants, by their solicitors, withdraw their demurrer to complainants' bill; and the said defendants having failed to answer the bill of the said complainants: Therefore, on motion of the complainants by their solicitors, it is ordered, adjudged and decreed, that unless the said defendants shall appear and fully answer the complainants' bill at the next term of this court, the same will be taken as confessed against them, and that the court will proceed to enter a decree in conformity to the prayer of the complainants' bill, and that this cause be continued till the next term of this court.

At the March Term, 1842, of the Circuit Court in and for the County of St. Francois, and State aforesaid, and on the fourth day of said Term, and the 10th day of the said month of March, before the same judge, was the following, to wit:—

FRANK J. ALLEN & HIRAM L. SLOAN, Compl'ts.
AGAINST
JESSE B. THOMAS, JR. & JOHN L. VAN DOREN, Def'ts.
} O. Bill in Chancery.

And now, at this day, come the said complainants, by their solicitors, and the said defendants come not, but make default; and whereas, at the last term of this court it was ordered, adjudged, and decreed, that the said complainants' bill be taken *pro confesso* unless the defendants show cause to the contrary on or before the first day of the next term of this court, and the said defendants, though solemnly called, not appearing or answering, or showing any cause to the contrary, upon the hearing complainants' bill and former proceedings herein, the court doth order, adjudge, and decree, that the decree heretofore entered be in all things affirmed. And thereupon the court, after hearing the proofs and allegations of the complainants, doth further order, adjudge, and decree, that the said complainants are entitled to stand in the place of the said Nancy Bullett, now Nancy Bruce, and James Bruce, as creditors of the said Jesse B. Thomas, Jr., for the sum of eleven thousand four hundred and seventy-five dollars, which the court doth still find to be due and owing from said Jesse B. Thomas, Jr. to the said complainants; and this court doth further find that the said debt was contracted for identical land in the bill of complaint named, to wit: the one undivided one-seventh part of what is called the Iron Mountain tract, containing 20,000 arpens, more or less, which said tract of land is situated in the counties of Washington and St. Francois, in the State of Missouri, and which said interest or share in said tract of land is liable for the payment of said debt; and the court doth further find that the said plaintiffs have a lien on said land for the payment of the purchase money and interest aforesaid, so found to be due from the said Thomas to the said complainants for the land aforesaid. And the court doth further order, adjudge, and decree, that all the right, title, claim, and interest of said Jesse B. Thomas, Jr. and John L. Van Doren, in said undivided one-seventh part of said twenty thousand arpens of land be sold for the payment of said debt, damages, and costs accrued thereon, due said complainants, and that the Sheriffs of the counties of Washington and St. Francois be directed to sell the said land as on execution for ready money, and after paying the debt, damages, and costs of suit, the residue of the purchase-money be paid to the said Thomas, and that the said Jesse B. Thomas, Jr. and John L. Van Doren be barred and precluded from enforcing any right or claim to said land or any part thereof in consequence of the said bond from said Nancy Bullett to said Jesse B. Thomas, Jr. or the bond from said Thomas to said John L. Van Doren, and that the said complainants recover their reasonable costs and charges by them about their bill in this behalf expended, and that they have thereof their writ of execution.

On the foregoing decree was issued the following executions, to wit:—

One directed to the Sheriff of Washington County, and one to the Sheriff of St. Francois County, the State of Missouri, in the words as follows:—

COUNTY OF ST. FRANCOIS, *ss:*

The State of Missouri to the Sheriff of St. Francois County, in the State aforesaid, greeting:

Whereas Frank J. Allen and Hiram L. Sloan, on the 10th day of March, A. D. 1842, at our Circuit Court exercising chancery jurisdiction in and for said county, obtained against Jesse B. Thomas, Jr., and John Livingston Van Doren the following order, judgment, and decree, to wit:—

FRANK J. ALLEN & HIRAM L. SLOAN, Compl'ts,
vs.
JESSE B. THOMAS, JR. & JOHN LIVINGSTON VAN DOREN, Def'ts.

O. Bill in Chancery.

And now, at this day, come the said complainants by their solicitors, and the said defendants come not, but make default: And whereas at the last term of this Court it was ordered, adjudged, and decreed that the said complainants' bill be taken pro confesso, unless the defendants show cause to the contrary on or before the first day of the next term of this Court, and the said defendants, though solemnly called, not appearing or answering or showing any cause to the contrary, upon the hearing complainants' bill and former proceedings herein, the Court doth order, adjudge, and decree that the decree heretofore entered be in all things affirmed; and thereupon the Court, after hearing the proofs and allegations of the complainants, doth further order, adjudge, and decree that the said complainants are entitled to stand in the place of the said Nancy Bullett, now Nancy Bruce, and James Bruce as creditors of the said Jesse B.

Thomas, Jr. for the sum of eleven thousand four hundred and seventy-five dollars, which this court doth still find to be due and owing from said Jesse B. Thomas, Jr. to the said complainants; and this Court doth further find that the said debt was contracted for the identical land in the bill of complaint named, to wit: the one undivided one-seventh part of what is called the Iron Mountain Tract, containing 20,000 arpens, more or less, which said tract of land is situated in the counties of Washington and St. Francois, in the State of Missouri, and which said interest or share in said tract of land is liable for the payment of the purchase money and interest aforesaid so found to be due from the said Thomas to the said complainants for the land aforesaid; and the court doth further order, adjudge and decree that all the right, title, claim and interest of said Jesse B. Thomas, Jr. and John Livingston Van Doren in said undivided one-seventh part of said twenty thousand arpens of land be sold for the payment of said debt, damages and costs accrued thereon due said complainants, and that the sheriff of the counties of Washington and St. Francois be directed to sell the said land as on execution for ready money, and after paying the debt, damages and costs of suit, the residue of the purchase-money be paid to the said Jesse B. Thomas, Jr., and that the said Jesse B. Thomas, Jr. and John L. Van Doren be barred and precluded from enforcing any right or claim to said land or any part thereof in consequence of the said bond from said Nancy Bullett to said Jesse B. Thomas, Jr., or the bond from said Thomas to said John L. Van Doren, and that the said complainants recover their reasonable costs and charges by them about their bill in this behalf expended, and that they have thereof their writ of execution. Therefore you are hereby commanded to make sale of so much of the said tract of land in the said decree mentioned as lies within the limits of the said county of St. Francois in the quantity and manner prescribed in said decree, and that you have the money arising from said sale before the Circuit Court of the said county of St. Francois at the next term thereof to be holden at the court-house at the town of Farmington, on the first Monday in the month of March next, to render to the said Frank J. Allen and Hiram L. Sloan the debts and costs in said decree mentioned, and certify to our said court how you execute this writ, and have then there this writ.

[SEAL.] Witness, JOHN COBB, *Clerk*. of our said Circuit Court, and seal of office at Farmington, the 28th day of December, A. D. 1842.

JOHN COBB, *Cl'k*.

On the back of said execution was endorsed, to wit: Frank J. Allen and Hiram L. Sloan *vs.* Jesse B. Thomas, Jr. and John Livingston Van Doren. Order of sale. To March term Circuit Court, St. Francois County, 1843. Judgment, March 10th, 1842. Debt,

$11,475, or costs, to wit: To John Cobb, Clerk, 23 70; James Marshall, Sheriff, 1 50; E. H. Hibbits, Sheriff, 1 90.

JOHN COBB, *Cl'k.*

On which said execution was endorsed by the sheriff the following, to wit: Pursuant to the above order, I advertised by six written handbills, put up in six public places in St. Francois County, describing the premises, time and place of sale more than twenty days before the day of sale.

And on Monday, the 8th day of May, during the sitting of the Circuit Court of St. Francois County, at the May term thereof, I did sell at public vendue, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of said day, at the Court House door in the town of Farmington, agreeable to the above named advertisements, the one undivided one-seventh part of what is called the Iron Mountain tract of land, containing twenty thousand arpens, more or less. Conrad C. Zeigler, who being the highest and last bidder, became the purchaser thereof for the price and sum of fifty dollars, and after deducting twenty-nine dollars and ninety-seven cents costs and commissions, leaves the sum of twenty dollars and three cents, which I am ready to pay over to the plaintiff as above ordered, this 8th day of May, 1843.

CHARLES MYERS,
Sheriff of Francois Co.

Received the above sum of twenty dollars and three cents, in part pay of the amount on the decree named herein.

SCOTT & ZEIGLER,
for Plaintiff.

I release Charles Myers, Sheriff, from the payment of my fees on this order of sale. May 8th, 1843.

JOHN COBB, *Clerk.*

The following is the execution and returns sent to Washington County, to wit:—

COUNTY OF ST. FRANCOIS, SS.
The State of Missouri:

To the Sheriff of Washington County, in the State aforesaid, greeting:

Whereas, Frank J. Allen and Hiram L. Sloan, on the 10th day of March, A. D. 1842, at our Circuit Court, exercising chancery jurisdiction in and for the County of St. Francois aforesaid, obtained against Jesse B. Thomas, Jr., John Livingston Van Doren, the following order, judgment, and decree, to wit:

FRANK J. ALLEN & HIRAM L. SLOAN, Complainants,
vs.
JESSE B. THOMAS, JR. & JOHN L. VAN DOREN, Defendants. }

O. Bill in Chancery.

And now, at this day, come the said Complainants by their Solicitors, and the said Defendants come not, but make default: and whereas, at the last term of this Court it was ordered, adjudged, and decreed, that the said complainants' bill be taken *pro confesso*, unless the defendants show cause to the contrary on or before the first day of the next term of this Court; and the said defendants, though solemnly called, not appearing or answering, or showing any cause to the contrary, upon the hearing complainants' bill and former proceedings herein, the Court doth order, adjudge, and decree, that the decree heretofore entered be in all things affirmed. And thereupon the Court, after hearing the proofs and allegations of the complainants, doth further order, adjudge, and decree, that the said complainants are entitled to stand in the place of the said Nancy Bullett (now Nancy Bruce), and James Bruce, as creditors of the said Jesse B. Thomas, Jr., for the sum of eleven thousand four hundred and seventy-five dollars, which this Court doth still find to be due and owing from said Jesse B. Thomas, Jr., to the said complainants. And this Court doth further find, that the said debt was contracted for the identical land in the bill of complaint named, to wit: The one undivided one-seventh part of what is called the Iron Mountain tract, containing 20,000 arpens, more or less, which said tract of land is situated in the Counties of Washington and St. Francois, in the State of Missouri, and which said interest or share in said tract of land is liable for the payment of the purchase-money and interest aforesaid, so found to be due from the said Thomas to the said complainants, for the land aforesaid; and the Court doth further order, adjudge, and decree, that all the right, title, claim, and interest of said Jesse B. Thomas, Jr., and John Livingston Van Doren, in said undivided one-seventh part of said twenty thousand arpens of land, be sold for the payment of said debt, damages, and costs accrued thereon, due said complainants, and that the Sheriff of the Counties of Washington and St. Francois, be directed to sell the said land as on execution for ready money, and after paying the debt, damages, and costs of suit, the residue of the purchase-money be paid to the said Thomas, Jr., and that the said Jesse B. Thomas, Jr., and John L. Van Doren, be barred and precluded from enforcing any right or claim to said land or any part thereof, in consequence of the said bond from said Nancy Bullett to said Jesse B. Thomas, Jr., or the bond from said Thomas to said John L. Van Doren, and that the said complainants recover their reasonable costs and charges by them, about their bill in this behalf expended, and that they have thereof their writ of execution.

Therefore, you are hereby commanded to make sale of so much of the said tract of land, in the foregoing decree mentioned, as lies within the limits of the said County of Washington, in the quantity and manner prescribed in said decree; and that you have the money arising from said sale, before the Circuit Court of the said County of Saint Francois, at the next term thereof, to be holden at the court-house at the town of Farmington, on the first Monday in the month of March next, then and there render to the said Frank J. Allen and Hiram L. Sloan, the debt, damages, and costs, aforesaid, and certify to our said Court how you execute this writ, and have then and there this writ. [SEAL.]

Witness, John Cobb, Clerk of our said Circuit Court, and seal of office, at Farmington, the 28th day of December, A. D. 1842.

JOHN COBB, *Clerk.*

On which said execution was the following endorsement by the Clerk:—

Frank J. Allen and Hiram L. Sloan *vs.* Jesse B. Thomas, Jr. and John Livingston Van Doren. In Chancery. Order of Sale. To March Term, Circuit Court, Saint Francois County, A. D. 1843. Judgment, March 10th, 1842. Debt, $11,475 00. Costs, to John Cobb, Clerk, $23 70. James Marshall, Sheriff, $1 50. E. H. Hibbits, Sheriff, $1 90.

JOHN COBB, *Clerk.*

The following return was made by said Sheriff of Washington County, on the named execution, to wit:—

After advertising the within described real estate, according to law, I proceeded to sell the same, at the court-house door, in the town of Potosi, on the 29th day of April, 1843, during the April Term of the Circuit Court for Washington County, and whilst said Court was in session, and Conrad C. Zeigler by John Scott, being the highest and last bidder, therefore the same was stricken off and sold to said Zeigler, for the sum of five dollars. Made five dollars of the costs on this order of sale, by the sale of the within described property.

WM. A. MATHEWS,
Sheriff of Washington County.

My fee $2.00, paid. Deed paid for, $2.00, $4.00.

WM. A. MATHEWS, *Sheriff.*

STATE OF MISSOURI,
County of St. Francois, sct:

I, John Cobb, Clerk of the Circuit Court within and for the county and state aforesaid, certify that the foregoing pages of writing contain a true and perfect transcript of the record and proceedings in the case of Frank J. Allen and Hiram L. Sloan against Jesse B. Thomas, Jr. and John L. Van Doren, in chancery, as fully as the same remains of record and file in my office.

In testimony whereof, I hereunto sign my name and affix the seal of said court at office, in the town of Farmington, the fifth day of July, A. D. 1848.

[SEAL.] JOHN COBB, *Clerk.*
By WM. R. TAYLOR, *D. C.*

Clerk's fees for copying 9,500 words @ 1 ct. for 10 w.	$9 50
Certificate and seal to same, ...	50
	$10 00

JOHN COBB, *Clerk.*
By WM. R. TAYLOR, *D. C.*

(*Deed from Sheriff of Washington to Zeigler.*)

To all to whom these presents shall come: I, William A. Mathews, sheriff of Washington County, in the State of Missouri, send greeting: Whereas a decree was obtained in the Circuit Court of St. Francois County, in the State of Missouri, on the 10th day of March, A. D. 1842, in favor of Frank J. Allen and Hiram L. Sloan, against Jesse B. Thomas, Jr. and John Livingston Van Doren; and whereas an order of sale was issued from the said Circuit Court of St. Francois County, on the 28th day of December, A. D. 1842, in favor of said Frank J. Allen and Hiram L. Sloan, against the said Jesse B. Thomas, Jr. and John Livingston Van Doren, returnable to the March term of said court, in the year 1843, but by law made returnable to May term, 1843, directed to the sheriff of Washington County, and to me the said sheriff delivered, by virtue of which said writ I, the said sheriff, on the 8th day of April, A. D. 1843, did levy upon and seize all the right, title, claim, interest, and property of the said Jesse B. Thomas, Jr. and John Livingston Van Doren, of, in, and to the following described tract or parcel of land, or so much thereof as lies within the limits of Washington County, to wit: the undivided one-seventh part of what is called the Iron Mountain tract, containing twenty thousand arpens, more or less, and the same having been advertised as the law directs before I exposed the same to sale, by virtue of which said order of sale and advertisements I did, on the 29th day of April, 1843, agreeably to the advertisements thereof, at the court-house door, during the April term of the Circuit Court of Washington County, expose to public sale for ready cash all the right, title, claim, interest and estate of the said Jesse B. Thomas, Jr. and John Livingston Van Doren, of, in, and to the above described property, together with all and singular the rights, privileges, and appurtenances thereunto belonging; and Conrad C. Zeigler, by John Scott, being highest and last bidder for the same for the sum of five dollars, the same was stricken off and sold to said Conrad C. Zeigler. Now, therefore, know ye, that I, William A. Mathews, sheriff as aforesaid, for and in consideration of the sum of five dollars to me in hand paid by the said Conrad C. Zeigler, the receipt whereof I do hereby acknowledge, and by virtue of the authority in me vested by law, do transfer and assign to him, the said Conrad C. Zeigler, all the right, title, claim, interest, and estate of them, the said Jesse B. Thomas, Jr. and John Livingston Van Doren, of and to the above-mentioned and described property, that I might sell as sheriff as aforesaid, by virtue of the aforesaid order of sale and advertisements; to have and to hold the same to him, the said Conrad C. Zeigler, his heirs and assigns forever

In witness whereof, I, William A. Mathews, sheriff of Washington County, have hereunto set my hand and seal, this twenty-ninth of April, one thousand eight hundred and forty-three.

[SEAL.] WILLIAM A. MATHEWS,
Sheriff of Washington County.

STATE OF MISSOURI,
County of Washington, ss:

In the Circuit Court, term April, 1843. Be it remembered that on the twenty-ninth day of April, eighteen hundred and forty-three, William A. Mathews, Sheriff of Washington County, appeared in open Court and acknowledged the foregoing instrument to be his act and deed for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand and seal of office in Potosi.

ISRAEL McGREADY, *Clerk.*

In 21st line of original there is an erasure, also in the 28th line there is an erasure.

Filed January 3d, 1845.

I. McGREADY.
Recorder.

STATE OF MISSOURI,
County of Washington, ss:

I, William A. Mathews, Clerk of the Circuit Court and ex-officio Recorder in and for the county aforesaid, do hereby certify that the above and foregoing contains a true and perfect copy of a deed from Jesse B. Thomas, Jr. and John Livingston Van Doren by William a Mathews, Sheriff, to Conrad C. Zeigler, together with the certificate of acknowledgment as fully as the same remains of record in my office.

In testimony whereof I have hereunto set my hand and official seal at office in Potosi, this 6th day of February, A. D. 1850.

[SEAL.] WM. A. MATTHEWS,
Clerk and ex-officio Recorder.

(*Deed from Sheriff of Washington to Zeigler.*)

To all to whom these presents shall come, I, William A. Matthews, Sheriff of Washington County, in the State of Missouri, send greeting:—

Whereas a judgment was obtained in the Circuit Court of Perry County, in the State of Missouri, on the fifteenth day of October, in the year one thousand eight hundred and forty-one, in favor of John Scott and Conrad C. Zeigler against the Missouri Iron Company, a body corporate in the State of Missouri; and whereas a writ of execution was issued from the said Circuit Court of Perry County, dated the 16th day of October, in the year one thousand eight hundred and forty-one, in favor of said John Scott and Conrad C. Zeigler against the Missouri Iron Company, returnable to the June term of said Circuit Court in the year one thousand eight hundred and forty-two, directed to the Sheriff of Washington County, State of Missouri, and to me the said Sheriff delivered, by virtue of which said writ I, the said Sheriff, on the 29th day of October, one thousand eight hunered and forty-one, did levy upon and seize all the right, title, claim, interest, and property of the said Missouri Iron Company, of, in, and to the following several tracts of land, to wit:—

Sections twenty-three, twenty-four, twenty-five, twenty-six, thirty-five, and thirty-six, in township thirty-five, north range, three east, and sections two, and those parts of sections one and eleven, in township thirty-four, north range three east, lying in Washington County, being party of the confirmation of twenty thousand arpens confirmed to Joseph Pratte, by act of Congress approved 4th July, A. D. 1836, and the said tracts of land having been by me advertised by six handbills, put in six of the most public places in the county of Washington aforesaid, more than twenty days before the day of sale, describing the premises, the time, place and term of sale, by virtue of which said writ of execution and advertisements aforesaid, I did on the first day of March, A. D. 1842, it being the second day of the term of the Circuit Court, and while said court was in session, agreeable to the advertisement, between the hours of nine o'clock A. M. and five o'clock P. M., of the day last aforesaid, at the court-house door in said Washington County, expose to public sale for ready cash, all the right, title, claim, interest and estate of the said Missouri Iron Company, of, in and to the above described tracts of land, and appurtenances thereunto belonging, and the first named six sections of land being susceptible of a division, were by me offered and sold in quarter sections, and section two, and those parts of section two, and those parts of section one and eleven, lying in Washington County above named were not divided, because the quantity is not precisely known or ascertained; and Conrad C. Zeigler being the highest and best bidder for each of said tracts of land, became the purchaser thereof as follows, to wit: The twenty-four quarters of the first named six sections of land, each for the sum of one dollar; and section two and those parts of one and eleven above named, each for the sum of five dollars, making together the sum of thirty-nine dollars.

Now therefore know ye, that I, William A. Matthews, sheriff as aforesaid, for and in consideration of the sum of thirty-nine dollars, to me in hand paid by the said Conrad C. Zeigler, the receipt of which is hereby acknowledged, and by virtue of the authority in me vested by law, do transfer and assign to him, the said Conrad C. Zeigler, all the right, title, claim, interest and estate of the Missouri Iron Company, of, in and to the above mentioned and described pro-property, that I might sell as sheriff as aforesaid, by virtue of the execution and advertisement aforesaid; to have and to hold the same to him, the said Conrad C. Zeigler, his heirs and assigns forever.

In witness whereof I, the said sheriff, have hereunto set my hand and seal, this fifth day of March, A. D. 1842. The words "more than twenty days before the day of sale," interlined before signing and executing.

[SEAL.] WILLIAM A. MATTHEWS,
Sh'ff of Wash. Co.

STATE OF MISSOURI,
County of Washington:

In the Circuit Court, February term, 1842.

Be it remembered that on the fifth day of March, one thousand eight hundred and forty-two. William A. Matthews, Sheriff of Washington County, appeared in open court and acknowledged the foregoing instrument to be his act and deed, for the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal of office, in Potosi, this 5th March, 1842.

J. McGREADY, *Clerk.*

In 7th line of certificate is an erasure. Filed January 3, 1845.
J. McGREADY, *Recorder.*

STATE OF MISSOURI,
Washington County, ss:

I, Wm. A. Matthews, Clerk of the Circuit Court, and ex-officio Recorder, in and for the county aforesaid, do hereby certify that the above and foregoing four pages contains a true and perfect copy of a deed from the Missouri Iron Company, by William A. Matthews, Sheriff, to Conrad C. Zeigler, as fully as the same remains of record in my office, and also the certificate of acknowledgment.

In testimony whereof, I have hereunto set my hand and official seal, at office in Potosi, this 6th day of February, 1850.

[SEAL.] • WILLIAM A MATTHEWS,
Clerk and Ex-Officio Recorder.

Afterwards, at a term of the Circuit Court for the United States for the Missouri District, held on the first day of April, 1850, the following proceedings were had, viz:—

(*Order suggesting death of Complainant Thomas, and appearance of Administrator.*)

JESSE B. THOMAS, Comp'lt.
vs.
MISSOURI IRON COMPANY, &c., Def't.
} In Chancery.

This day comes H. A. Garland, Esq., Solicitor for complainant, and suggests to the court that since the last term the said complainant Thomas has departed this life; and thereupon the said Garland enters the appearance of Levi D. Boone, who is the administrator of said Thomas and asks that the said Levi D. Boone as such administrator may be made a party complainant, and the suit prosecuted in his name, which is ordered to be done.

Afterwards, on Monday, February 3d, 1851, until which time this cause was continued, the following proceedings were had, to wit:—

(*Order filing Answer of American Iron Mountain Company.*)

JESSE B. THOMAS'S Adm'r, Comp'lt,
vs.
MISSOURI IRON COMPANY, &c. Def'ts.
} In Chancery.

The answer of the American Iron Mountain Company was this day filed by Messrs. Spalding and Shepley, solicitors, which answer was sworn to by James Harrison, president of said Company. The answer is as follows, to wit:—

(*Answer of American Iron Mountain Company.*)

UNITED STATES CIRCUIT COURT
for Missouri:

LEVI D. BOONE, Adm'r of Jesse B. Thomas,
vs.
CONRAD C. ZEIGLER and others.
} In Chancery.

The separate answer of the American Iron Mountain Company, a corporate body, to the bill of complaint of Jesse B. Thomas, both original and amended. This defendant, saving and reserving all and all manner of benefit of exception, to the manifold errors and insufficiencies in said bills contained for answer thereto, or to so much thereof as it is advised to make answer unto, answers and says, that the two promissory notes made by Jesse B. Thomas, for five thousand dollars each, mentioned in said bill, are not in the possession of said defendant, and have not been in its possession, nor has either of them; nor have the said notes or either of them been obtained by this defendant, from any person, at any time, nor does this defendant know what consideration was given for said notes, but believes and avers that said notes were transferred to said Allen and Sloan by James Bruce and wife for a valuable consideration, supposed by this defendant to have been forty-five hundred dollars. This defendant further states that the title of this defendant in the one-seventh of the Iron Mountain tract, so called, which seventh is alleged by the bill to have been purchased by the said Jesse B. Thomas from Nancy Bullett, was derived to this defendant, and is held by certain conveyances made to this defendant, and which this defendant avers passed to this defendant a perfect title in fee simple in said tract free from all right or equity therein or thereto of complainant; which conveyances are, first, a deed of Conrad C. Zeigler to American Iron Mountain Company, dated the ninth day of June in the year eighteen hundred and forty-five. Secondly, a deed from James Harrison, dated the ninth day of June, in the year eighteen hundred and forty-five; which said Harrison obtained the title of the interest which he so conveyed, being one undivided seventh of said tract from said Zeigler, by deed dated the first day of May, in the year eighteen hundred and forty-four, copies of which several deeds are herewith filed as Exhibits, marked H No. 1, H No. 2, H No. 3. This defendant further says that the said Zeigler, through whom and under whom this defendant claims and holds title to said tract, derived the title to the same through the several judgments mentioned in his answer filed in this suit, and sheriff's sales and deeds thereon, also mentioned in his said answer, copies whereof are exhibited herewith, and also through the deed of said Missouri Iron Company to said Zeigler, dated the sixth day of January, in the year eighteen hundred and forty-two, which conveyed to him all the right, estate, and claim of said company in said land in fee simple, which was duly recorded in the Recorder's office on the eleventh of January, eighteen hundred and forty-two, a copy whereof is also filed with his said answer, to which copies of all said deeds and records annexed to said answer of Zeigler, this defendant refers, as Exhibits, with this answer of the same, and charges and alleges that said sheriff's deed and said deed of the Missouri Iron Company, vested in said Zeigler a complete title to said tract of land free and discharged from all right or equity of the said Jesse B. Thomas, and that this defendant acquired the same lawfully and fairly and honestly, and without notice or knowledge of any equity in said Jesse B. Thomas, and for valuable consideration, and in the full belief that an indefeasible title in fee-simple was acquired from said Zeigler, unincumbered with any equities in favor of said Thomas or any other person, and this defendant avers that the title of the said seventh of said tract of land which the bill alleges was bought by Jesse B. Thomas from Nancy Bullett, was passed to and vested in said Zeigler by his purchases and Sheriff's deeds under the decree rendered in the suit of Allen & Sloan against said Thomas and J. Livingston Van Doren. The copy of the record wherein, and of said Sheriff's deeds thereunder are annexed to said Zeigler's answer in this case; and also under and by virtue of the Sheriffs deed to him of July —— in the year eighteen hundred and forty-one, upon a sale made on execution upon a Judgment in the Circuit Court of St. Francois County in March, in the year eighteen hundred and thirty-eight, in favor of Martin Thomas against said Van Doren and others, wherein the levy had been made upon the land sold by the Sheriff, on the fourth day of January, in the year eighteen hundred and forty-one, and under and by virtue of said deed from the said Missouri Iron Company to Zeigler, and the Sheriff's deeds to Zeigler under the judgment of Scott and Zeigler against said last named company, dated on the fifth of March, in the year eighteen hundred and forty-two, and made by the Sheriff of Washington County. And this defendant avers that the said Jesse B. Thomas, after he took his said deed from Mrs. Nancy Bullett, and after it was known that the attempt of said Van Doren and said Missouri Iron Company was a wild speculation and a failure, abandoned his said purchase and never attempted to comply with its terms or make any effort to pay his said notes, and they remained in arrears and unpaid, and still so remain; and any supposed lien or equity which he had, was by such abandonment and laches lost; and if not lost was divested by said suit of Allen and Sloan, and decree and Sheriff's sales. And this defendant having fully answered said bills, prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

SPALDING & SHEPLEY,
Solicitors for Defendants.

STATE OF MISSOURI,
County of St. Francois, ss.

The American Iron Mountain Company hereby certifies, that the matters set forth in the foregoing answer are true.

In testimony whereof, the President of said Company hereunto subscribes his name officially, and has caused the same to be attested by the Secretary, together with the seal of said Company hereto attached.

JAMES HARRISON,
President American Iron Mountain Company.

Attested by me, Gilbert Nettleton, Secretary of the American Iron Mountain Company. In witness of which, I have affixed the seal of said Company hereto.

[SEAL.] GILBERT NETTLETON,
Secretary American Iron Mountain Company.

State of Missouri,
County of St. Louis, ss.

James Harrison, President of the American Iron Mountain Company, being duly sworn, on his oath says that the matters set forth in above answer are true, to the best of his knowledge and belief.

JAMES HARRISON.

Sworn to and subscribed before me, February 1st, 1851.

BENJ. F. HICKMAN,
Clerk Circuit Court U. S.

On the 21st day of February, 1850, the following answer of Mrs. Nancy Bruce was lodged in the office of the Clerk of this Court, and should have been copied on page — of this record immediately after that of Zeigler. It is as follows, to wit:—

JESSE B. THOMAS vs. THE MISSOURI IRON COMPANY.	Circuit Court of the United States for the District of Missouri.

(Answer of Mrs. Bruce, late Mrs. Bullett.)

The several answer of Mrs. James Bruce, late Mrs. Nancy Bullett, to complainant's amended bill. This defendant, reserving to herself all right of exception to the said bill of complaint, for answer thereto saith that as stated in said amended bill, she was and is the relict and devisee of the late George Bullett, deceased; that some time on or about the second day of November, A. D. 1836, the complainant purchased of this defendant, then residing in the County of Cape Girardeau and State of Missouri, and relict and devisee as aforesaid, all the interest of the said defendant in a certain tract of land, to wit; the undivided one-seventh part of a parcel of land lying and being in the Counties of Washington and St. Francois (if this defendant recollects correctly) and State aforesaid, containing twenty thousand arpens, and known as the "Iron Mountain Tract," reference being had for a fuller and more certain description to a bond for a deed given by defendant to complainant, and made part of the original bill in this cause; that for and in consideration of said bond for deed, this defendant received complainant's two promissory notes of five thousand dollars each, payable one in six months, and the other in twelve months from date, upon the payment of which notes good and sufficient conveyance was to be made to the complainant. This defendant admits that said notes of complainant were some time in the year A. D. 1839, to wit: on the twenty-second day of February, sold to F. J. Allen and one Sloan, and at the same time a conveyance of the said tract heretofore conveyed to complainant was made to them, and also at the time and as a part and parcel of the same contract or arrangement, a bond or instrument of writing was made, executed, sealed, and delivered by the said Allen and Sloan to this defendant and the said James Bruce, a copy of which is hereto attached, marked exhibit A, and made part of this answer. In this bond or instrument of writing it was agreed that when Jesse B. Thomas, the complainant, was ready to pay his notes, the land should be reconveyed to him by Allen and Sloan. The object of this purchase, as explained to defendant, was to vest the title to the land in some mining company that had been gotten up. It was further represented to this defendant, that if the company had the entire right to all the land, they could sell stock and raise funds enough to pay all the purchase-money, and defendant's notes, due from complainant, among the rest.

This sale of the land, and transfer of the notes was made without any consideration paid at the time, the arrangement being intended as a means of raising the funds to pay the price agreed on. This defendant answering, says of her own knowledge, the arrangement alluded to never was completed. That this defendant never recovered her said notes, nor her said land, nor any consideration whatever for either of them. This defendant admits, as charged in said bill, and amended bill, that she intermarried with one James Bruce, on the —— day of —— A. D. 1837, and that she in the year A. D. 1842, and the said Bruce in the year A. D. 1843, removed to Illinois, and that she and her said husband resided together as husband and wife in Sangamon County, in said State; that while residing in Illinois, in the County of Sangamon, she was divorced from her said husband Bruce, on or about the —— day of —— A. D. 1847; that said Bruce has gone to parts unknown, and that since that decree (divorcing her as aforesaid), this defendant and the said Bruce have not lived and cohabited as husband and wife.

NANCY BRUCE.

STATE OF ILLINOIS,
County of Sangamon, ss:

Personally appeared before the undersigned Mrs. Nancy Bruce and voluntarily made oath that the matters and things stated in her foregoing answer, as of her own knowledge, are true, and as to all others stated on her belief, she believes them to be true.

Given under my hand and seal this 31st day of December, A. D. 1849.

[SEAL.] JOSIAH FRANCIS,
Justice of the Peace.

STATE OF ILLINOIS,
Sangamon County:

I, Noah W. Matheny, Clerk of the County Court of said County, do hereby certify that Josiah Francis, whose name appears to the foregoing certificate, was on the day of the date thereof and still is an acting Justice of the Peace within and for said county and State, duly commissioned and qualified as such, and duly authorized by the laws of said State to administer oaths, and that full faith and credit are and of right ought to be given to all his official acts as such.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Springfield, this 31st day of December, A. D. 1849.

[SEAL.] N. W. MATHENY,
Clerk S. C. C.
Per S. B. MOODY, *D. C.*

"A." Exhibit of the foregoing answer is as follows, to wit:—

Exhibit A, referred to in answer of Mrs. Bruce, being bond of Allen and Sloan.

To all whom it may concern: Know ye that whereas James Bruce and Nancy his wife (formerly Nancy Bullett) have this day conveyed to us all their right, title, claim, and interest of, in, and to the undivided seventh part of a certain tract of land, situate in the County of St. Francois, in the State of Missouri, containing twenty thousand arpens, more or less, and is the same tract of land known as the Iron Mountain Tract, confirmed to Joseph Pratte by act of Congress of the 4th July, 1836; and whereas the said Nancy Bruce, then Nancy Bullett, on the 2d November, 1836, sold the said seventh part of said Iron Mountain Tract to one Jesse B. Thomas, Jr., for the price and consideration of ten thousand dollars, for which said sum the said Thomas executed and delivered to the said Nancy his two promissory notes, each for the sum of five thousand dollars, one payable six months after the said second day of November, one thousand eight hundred and thirty-six, the other payable twelve months after said date. On the first of said notes is a credit of one thousand dollars. And whereas the said Nancy Bruce, then Nancy Bullett, also made, executed, and delivered to the said Jesse B. Thomas, Jr., a certain bond obligatory and binding her, the said Nancy, to convey or cause to be conveyed to the said Jesse B. Thomas, Jr., upon the payment of the said notes according to the tenor and effect thereof, all the right, title, claim, and interest of the said Nancy in and to the said undivided seventh part of said Iron Mountain tract of land. Now this instrument of writing witnesseth that the said Frank J. Allen and Hiram L. Sloan have contracted and agreed, and by these presents do contract and agree with the said James Bruce and Nancy his wife, that if the said Jesse B. Thomas, Jr., shall well and truly pay or cause to be paid to the said Frank J. Allen and Hiram L. Sloan the sum of nine thousand dollars, being the balance still due and owing on said notes, together with the interest thereon, according to the tenor and effect of said notes; that then and in that event the said Frank J. Allen and Hiram L. Sloan are to convey or cause to be conveyed to the said Jesse B. Thomas, Jr., or to his assigns, all the right, title, claim, or interest which they have either in law or equity, of, in, and to the said undivided seventh part of said tract of land known, as aforesaid, as the Iron Mountain Tract.

In testimony whereof they, the said Frank J. Allen and Hiram L. Sloan, have hereunto set their hands and seal this twenty-second day of February, in the year one thousand eight hundred and thirty-nine.

FRANK J. ALLEN, [SEAL.]
HIRAM L. SLOAN. [SEAL.]

In presence of
JOHN C. SCOTT,
CONRAD C. ZEIGLER.

Afterwards, on the 9th day of October, 1851, the following proceedings were had, to wit:—

(*Order Filing Bill of Revivor.*)

JESSE B. THOMAS'S ADM'R, Compl't,
vs. } In Chancery.
MISSOURI IRON COMPANY *et al.*, Def'ts.

This day comes complainant by his solicitor, and with the leave of the Court files a Bill of Revivor, making the heirs and representatives of Jesse B. Thomas, dec'd, parties complainants to this bill; which bill of revivor is as follows, to wit:—

IN THE CIRCUIT COURT OF THE U. S.,
District of Missouri:

JESSE B. THOMAS
vs. } Bill of Revivor.
AMERICAN IRON MOUNTAIN COMP'Y, C. C. ZEIGLER, *et al.*

(*Bill of Revivor.*)

To the Judges of the Circuit Court of the United States for the District of Missouri:

Levi D. Boone, Adeline C. Thomas, Richard J. Thomas, Jesse B. Thomas, Clara F. Thomas, George W. Thomas, Mary A. Thomas, Lucy Eudora Thomas, and Ela A. Thomas, all citizens of the State of Illinois, file this their bill of revivor.

Your orators and oratrixes say that since the institution of this suit Jesse B. Thomas, the complainant, has departed this life, and that they are his legal representatives, and they pray to be substituted in his place and stead in the prosecution of the same. Your orator, Levi D. Boone, is the administrator of the late Jesse B. Thomas; Your oratrix, Adeline C. Thomas, is his widow, and your orators, Richard T., Jesse B., Clara F., George W., Mary A., Lucy E., and

Ela A., are his infant children, and they pray that they be allowed to appear by their next friend, Levi D. Boone. And your orators will ever pray, &c.

GARLAND & NORRIS for Compl'ts.

Afterwards, Monday, October 4th, 1852, the following proceedings were had, to wit:—

(*Order filing Motion for leave to Amend Answers.*)

JESSE B. THOMAS'S ADM'R, Compl't,
vs.
MISSOURI IRON MOUNTAIN CO., &c. Def'ts. } In Chancery.

This day come defendants, Conrad C. Zeigler and the American Iron Mountain Company by their solicitors, and file their motion for leave to amend their answers to the bill of complaint, which motion is as follows, to wit:—

(*Motion asking leave to file amended Answer.*)

UNITED STATES CIRCUIT COURT
for District of Missouri:

LEVI D. BOONE, Adm'r of Jesse B. Thomas,
vs.
CONRAD C. ZEIGLER, THE AMERICAN IRON MOUNTAIN CO., and others.

And now come the defendants, Conrad C. Zeigler and the American Iron Mountain Company, and ask leave respectively to amend their answers to the bill of the plaintiff, filed in this cause, or to file a supplemental answer in the above cause. These defendants say that since the filing of their former answers in this cause, they have discovered that the bond in the bill of the plaintiff mentioned from Nancy Bullett to Jesse B. Thomas, was by the latter duly assigned to the Missouri Iron Company on the 13th August, 1839, and they ask leave to set up this matter by way of supplemental or amended answer.

HAIGHT & SHEPLEY,
for Defendants.

Afterwards, on Tuesday, October 5th, 1852, the following proceedings were had, viz:—

(*Order allowing amended Answer to be filed.*)

JESSE B. THOMAS'S ADM'R, Compl't,
vs.
MISSOURI IRON MOUNTAIN COMPANY, Def'ts. } In Chancery.

This day comes again the solicitor for the defendants, Conrad C. Zeigler and the American Iron Mountain Company, and the motion made herein for leave to amend answers of said defendants being heard: It is ordered by the court that said defendants have leave to amend their answers, by filing amended or supplemental answers, as asked for in said motion, and that time be allowed them until the November rules of this court to file the same.

Afterwards, on Friday, October 8th, 1852, the following proceedings were had, to wit:—

(*Order allowing filing of Amended Bill.*)

JESSE B. THOMAS'S ADM'R, Compl't,
vs. } In Chancery.
MISSOURI IRON MOUNTAIN COMPANY, Def't.

This day comes the complainant by solicitor, and with the consent of the solicitor of defendant, and leave of the court, files an amended bill in this cause, a copy of which, together with a copy of the exhibits accompanying the same, it is to be made out and furnished to said defendant's solicitor. The amended bill is as follows, to wit:—

(*Amended Bill.*)

CIRCUIT COURT OF THE UNITED STATES,
District of Missouri:

HEIRS and ADMINISTRATOR of JESSE B. THOMAS, dec'd,
vs.
C. C. ZEIGLER, AMERICAN IRON COMPANY, and others.

Amended Bill. Complainants state that on the —— day of —— 18— their ancestor filed his bill of complaint in this Court, against the defendants, reference to which is made for the facts therein contained. At a subsequent period after the demurrer of the defendants was sustained, an amended bill was filed by order of the Court, to which reference is made for the facts therein contained. And now, since the filing of the answers of the defendants, certain facts have been brought more fully and clearly to the knowledge of the complainants, and some unknown to them, before revealed by the defendants, which ought to form a part of their bill of complaint. They respectfully, therefore, pray the Court to be permitted to file the following, as an amendment to their bill:—

Complainants charge, that on the 13th day of August, A. D. 1839, Jesse B. Thomas made an assignment of his title-bond, executed by Nancy Bullett, for one-seventh part of the Iron Mountain tract, to the Missouri Iron Mountain Company; he made the assignment under a special contract and agreement, set forth at large in the original bill of Jesse B. Thomas. The original paper containing the terms of the contract written and signed by A. Jones, who was at that time President of the Missouri Iron Mountain Company, is herewith filed (Ex. X), and prayed to be made a part of this bill. This is an official paper, executed by the President of the Company, and shows clearly the terms on which the title-bond was assigned, the Stock of the Company taken, and again placed at the disposal of the President.

The Missouri Iron Mountain Company never complied with the terms of their contract in any particular, and it is charged, that the existence of the contract and its non-performance on the part of the Company, were well known to C. C. Zeigler, one of the defendants. Complainants charge, that on or about the 2d day of September, 1841, the Board of Directors of the Missouri Iron Mountain Company, in consequence of their inability to comply with the terms of their contract, passed a resolution authorizing the President to cancel the contract or agreement with said Thomas, in relation to the one-seventh of the Iron Mountain tract of land, whenever said Thomas shall transfer to the Company the stock of said Company, which he had taken on the terms set forth in the contract. This resolution was transmitted in a letter, addressed to Jesse B. Thomas by Conrad C. Zeigler, Secretary of the Missouri Iron Company. Zeigler, the Secretary, advises Thomas to accept the proposition and take back his land: he states that the Company is about to dissolve, and that their stock is worth nothing. Said letter (Ex. Y), is herewith filed and prayed to be made a part of this bill. Complainants charge, that C. C. Zeigler well knew that the Company did not then nor afterwards surrender the title-bond of Nancy Bullett, or return the same to Jesse B. Thomas; that they never cancelled the contract as they proposed to do by their resolution; that they never performed it in any particular, in consequence of their insolvency; and that in a few months from the date of their proposition, viz: on the 6th of January, 1842, the last meeting of the Board was held, and that henceforth the Company was considered as dissolved and utterly insolvent. Complainants charge, that when C. C. Zeigler, on the 6th of January, 1842, bought of the Missouri Iron Mountain Company all the interest they had in the Mountain tract (see Ex. —— in Zeigler's answer), their interest did not exceed five or six-sevenths of the whole; that the one-seventh embraced in Nancy Bullett's title-bond was not included or intended to be included in the deed then made; that the Company well understood, that although they held the title-bond, it was under a special contract they had not complied with, and they could not assign the same, or sell the interest embraced in it, without a fraud on Jesse B. Thomas; that these facts were well known to C. C. Zeigler; that he did not intend to purchase and did not purchase the one-seventh embraced in Nancy Bullett's title-bond, and that he well knew the deed was not intended and did not embrace the same. Complainants charge that the title-papers delivered by the Company to Zeigler, at the time of the above sale, and by him delivered to the American Iron Company, show the extent of interest owned by the Company at the time of sale; that the original title-deeds thus delivered did not embrace the one-seventh contained in Nancy Bullett's title-bond, nor was the title-bond itself assigned or passed among those deeds or title-papers to Zeigler, or by him to the American Iron Company. Complainants charge, that Nancy Bullett (Bruce and wife) assigned the legal title of the land, and the purchase-money, notes of Jesse B. Thomas, to Allen and Sloan, with a clause in the deed recognizing the equitable rights of Jesse B. Thomas; that Allen and Sloan assigned the same to C. C. Zeigler; that Zeigler conveyed the legal title thus acquired by him, as security for the notes to the American Iron Company, but did not assign the purchase-money notes. These notes he still holds in his own possession, or under his control. Complainants charge, that C. C. Zeigler was a member of the firm of Scott & Zeigler, who were their solicitors of Allen and Sloan in the Chancery suit brought by them against Jesse B. Thomas, and set forth at large in Zeigler's answer. They also charge, that all the facts alleged in this bill to have been known to C. C. Zeigler, were well known to the American Iron Company at the time they purchased from him his interest in the Iron Mountain Tract.

Complainants charge that since the property has been in the possession of the American Iron Company, they have worked extensive mines thereon, extracted vast quantities of valuable iron and other ores, consumed much valuable timber, and made large sums of money by the sale of iron manufactured from the ore aforesaid. The complainants pray that C. C. Zeigler and the American Iron Company may be summoned by due process of law to make true and full answer to the allegations in this amended bill. In addition to the prayer in the original and amended bill, complainants respectfully pray this honorable court to order an account to be taken of the rents and profits accruing to the American Iron Company, from the use and occupation of the land and the consumption of ores, timber, &c., from the time they have been in occupation of the same; that one-seventh of the sum thus ascertained may be a set-off to the principal and interest now due on Jesse B. Thomas's purchase-money notes; that if any balance should then appear to be due, the land be decreed to be sold to pay said balance; but should there appear to be no balance due, but a balance in favor of the complainants, for the use and occupation of the land, they pray that the same may be decreed to them; and that the title of the land may be decreed to be in the complainants; that all pretence of title set up by C. C. Zeigler and the American Iron Company, may be decreed to be null and void; and for such other and further relief as in the judgment of the court shall be consistent with justice and equity.

And the complainants will ever pray, &c.

GARLAND,
For the Complainants.

Exhibit X, of the foregoing amended bill, to wit:—

(*Exhibit X, referred to in Amended Bill.*)

Received of Jesse B. Thomas, of Sangamon County, State of Illinois, a transfer of seventy-one thousand four hundred dollars ($71,400) of the capital stock of the Missouri Iron Company, forty-three thousand dollars of which is to be transferred to Julius Sichel, of Amsterdam, to consummate a contract made and entered into by and between myself and the said J. Sichel, on the 1st day of May last, according to the terms of the said contract, and the proceeds arising from the transfer of said stock to said Sichel, are to be paid by me to said Jesse B. Thomas.

The residue of the said stock, to wit: twenty-eight thousand four hundred dollars ($28,400) is to be appropriated, in whole or in part, to the payment of the balance due on two notes executed by said Thomas to Mrs. Nancy Bullett, now Nancy Bruce, of Cape Girardeau County, Missouri, on the 2d November, 1836, for $5000 each, payable, the one six, the other twelve months after date, now held by Messrs. F. J. Allen and H. Sloan; on which notes the sum of one thousand dollars has been paid by said Thomas, and a debt of six thousand two hundred dollars ($6,200) due from J. L. Van Doren to Martin Thomas, of St. Louis, Missouri, on account of a purchase of the life estate of B. Allen, of St. Louis, in an undivided interest in the Iron Mountain tract of Missouri, sold by said J. B. Thomas to the Iron Mountain Company; and if any balance shall remain unexpended of the said twenty-eight thousand four hundred dollars, after the payment of the aforesaid sums due to said Allen and Sloan, and to Martin Thomas respectively, the same is to be sold by me at par for the benefit of the said J. B. Thomas, the transfer of said stock having been made by said J. B. Thomas to me for disposition as above specified.

A. JONES.

Potosi, Mo., Aug. 13th, 1839.

(*Exhibit Y, referred to in Amended Bill.*)

Exhibit Y, of the amended bill, is as follows, to wit:—

St. Genevieve, September 2d, 1841.

JESSE B. THOMAS, Jr.

Sir: I have been requested by the President of the Missouri Iron Company to transmit to you a copy of a resolution of the Board of Directors, to wit: On motion of Augustus Jones it was unanimously resolved, That the President of the Missouri Iron Company be authorized to receive of Jesse B. Thomas, the stock of the company issued to him by the company, amounting to seven hundred and fourteen shares, and that the President be authorized to cancel the contract or agreement with said Thomas in relation to the one-seventh of the Iron Mountain tract of land, whenever said Thomas shall transfer to the company the stock aforesaid. You will perceive that, by the above resolution, the President is authorized to cancel the bond or agreement in relation to the transfer of your interest of the Iron Mountain tract; as the chance of doing something with the property is better than the stock, I presume you can have no objection to making the transfer. The company is about to be dissolved and the stock is worth nothing. Should you be willing to receive the benefit of the above resolution, you will please address to

C. C. ZEIGLER,
Secretary Missouri Iron Co., St. Genevieve.

Afterwards, on Monday, 4th April, 1853, the following proceedings were had in this cause, to wit:—

(*Order filing Amended Answer of American Iron Mountain Company.*)

JESSE B. THOMAS'S ADMINISTRATOR, Complainant,
vs.
MISSOURI IRON MOUNTAIN COMPANY, &c., Def'ts.
} In Chancery.

This day come defendants, the American Iron Mountain Company, by their solicitors, and file their amended answer to the bill of complaint, which amended answer was lodged in the office on the second day of April, 1853. The amended answer is as follows, to wit:—

(*Answer of American Iron Mountain Company to Amended Bill.*)

IN THE CIRCUIT COURT OF THE UNITED STATES,
District of Missouri, sct.

LEVI D. ZEIGLER AND OTHERS, Heirs of Jesse B. Thomas, dec'd,
vs.
CONRAD ZEIGLER AND THE AMERICAN IRON MOUNTAIN CO., *et al.*

The said defendant, the American Iron Mountain Company, for a separate answer to said last amended bill states, that reserving to itself all benefit of exception to the manifold errors, uncertainties, and imperfections for answer thereto, or so much as is material, answers and says, in addition to the matters and things set forth in its original answers, that it altogether denies that the said assignment of said bond was made by said Jesse B. Thomas to the Missouri Iron Company (erroneously termed in the said amended bill, the Missouri Iron Mountain Company) under any such special contract and agreement as is set forth in said amended bill or under any contract, except in payment of shares of the capital stock of said company; and charge that the said agreement set forth in said amended bill and filed therewith, as exhibits X, was not made with the Missouri Iron Company, nor with the President thereof, but purported to be, and was a contract between said Thomas and said Jones as a private individual, for the sale of stock then held and owned by said Thomas in the Missouri Iron Company; but if it were made with said company (which defendant denies), it had nothing to do with, and was in nowise connected with, or dependent upon the transfer of said bond to the Missouri Iron Company by said Thomas, and was only an agreement to negotiate the sale of the stock in the Missouri Iron Company held by said Thomas. Defendant is ignorant in relation to the matters and things set forth in said amended bill, as to the action of the Board of Directors of the Missouri Iron Company (erroneously called the Missouri Iron Mountain Company in said amended bill), and of the transmission of said alleged resolutions to Jesse B. Thomas, and of whether said Zeigler was the secretary of said company; but states that, if these matters were true, that yet said Thomas never performed what was requisite for him to do, and never transferred to said Missouri Iron Company the said capital stock so held by him. Defendant states that the conveyance by the Missouri Iron Company (erroneously called the Missouri Iron Mountain Company in said amended bill) to said Zeigler was for the whole land, and not for any portion thereof, and embraced the one-seventh embraced in Nancy Bullett's title-bond. Defendant admits that Allen and Sloan assigned and conveyed the legal title of said land to said Zeigler, but states that said Zeigler acquired the whole title (legal and equitable) under a decree, or under a decree and sale thereunder, in a suit of said Allen & Sloan *vs.* Thomas & Van Doren, made an exhibit to answer of said defendant Zeigler, as well as in various other ways. Defendant altogether denies that all the facts alleged in said amended bill to have been known to said Zeigler were well known to the said defendant (erroneously in said amended bill termed the American Iron Company), and charges the fact to be that it had no knowledge or notice of any matter or thing effecting the title to said land other than as found on the records of the proper offices in relation to said land and the title thereof. And said defendant, having now fully answered said amended bill (except that nothing in said bill which is not fully and specifically traversed and denied or admitted is true), asks to be hence discharged with its reasonable costs most wrongfully sustained.

HAIGHT & SHEPLEY,
MASON FRIZZELL,
Solicitors for Defendants.

STATE OF MISSOURI, SS.

The American Iron Mountain Company hereby certifies that the matters set forth in said answer to the Amended Bill of complainants are true.

In testimony whereof the President of said Company hereto subscribes his name and has caused the same to be attested by the Secretary, with the seal of said company hereto attached.

STATE OF MISSOURI,
County of St. Louis, ss.

Jules Valle, a Director of the American Iron Mountain Company, being duly sworn, on his oath states that the matters and things set forth in the above answer are true so far as stated absolutely, and so far as stated on information or belief he believes to be true.

JULES VALLE.

Sworn to and subscribed before me this 2d day of April, 1853.

BENJ. F. HICKMAN, *Clerk.*

Afterwards, on the same day (April 4th, 1853), the following proceedings were had in this case:—

(*Order of Filing Exceptions to Amended Answer.*)

JESSE B. THOMAS'S ADM'R, Compl't,
vs.
MISSOURI IRON MOUNTAIN COMPANY, &c., Def'ts.
} In Chancery.

This day comes the complainant by solicitor and files exceptions to the amended answer of defendants this day filed in this cause, which are as follows:—

(*Exceptions to Amended Answer.*)

UNITED STATES CIRCUIT COURT
for the District of Missouri:

The administrator and heirs of Jesse B. Thomas, dec'd, *vs.* Conrad C. Zeigler and the American Iron Mountain Company. Exceptions of the complainants to the answer of the American Iron Mountain Company to their amended bill. In C. C. Zeigler's answer to their original bill, after stating that he had made certain proposals to the Missouri Iron Company to purchase their title and interest in the Iron Mountain tract, and that they made a deed to him for that purpose, dated the 6th of January, 1842, he thus proceeds:—

And this respondent, further answering, says, that the proposal herein before referred to, as made by him to the Missouri Iron Company at their meeting in January, 1842, was a proposal to have surrendered and delivered up to be cancelled the shares of stock of said company mentioned in the deed to this respondent from said Missouri Iron Company if said company would make and deliver to your respondent a deed of conveyance of the right and title of the company to the Iron Mountain property, and also deliver to your respondent the original title-deed for said property. The proposal of your respondent was acceded to in part by making the conveyance aforesaid, and by delivering to this respondent certified copies of the title papers to the Iron Mountain property, which copies had been made for Governor Duncan when he went East. This respondent afterwards found most if not all the original title-deeds in the Recorder's office of St. Francois and Washington Counties, which were given up to this respondent upon payment of sixty-two or three dollars, fees for recording the same; the said title papers were by this respondent delivered to the Secretary of the American Iron Mountain Company, where this respondent believes they now are.

In reference to this part of the answer, the amended bill charges that the title papers delivered by the company (Missouri Iron Company) to C. C. Zeigler at the time of the above purchase (6th January, 1842), and by him delivered to the American Iron Mountain Company, show the extent of interest owned by the said company in the Iron Mountain tract at the time of sale; that the original title-deeds thus delivered did not embrace the one-seventh of this tract contained in the title-bond of Nancy Bullett. Nor was the title-bond itself assigned and passed among those deeds and title papers to C. C. Zeigler, or by him to the American Iron Mountain Company. The answer of the defendant to the above clause of the amended bill is defective in the following particulars:—

1. It does not set out or recite in any manner the various title-deeds delivered by the Missouri Iron Company to C. C. Zeigler, as evidence of the interest intended to be conveyed by the deed of January 6, 1842.

2. It does not say that the title-bond of Nancy Bullett, in possession of the Missouri Iron Company, was or was not assigned and passed among those deeds and title papers to C. C. Zeigler, and by him to the American Iron Mountain Company.

In these particulars, the complainants except to the answer of the defendant, the American Iron Mountain Company, as evasive, imperfect and insufficient, and humbly pray that the said defendant may be compelled to put in a full and sufficient answer thereto.

GARLAND,
Solicitor for Complainants.

Afterwards, on the 6th day of May, 1853, the following proceedings were had in this case:—

(*Order Filing Replication to Answers.*)

Jesse B. Thomas's Administrator, Compl't,
vs.
Missouri Iron Company, &c., Defendants.
} In Chancery.

This day comes the complainant by his solicitor, and files the replication to the answers of the defendants in this cause.

Which replication is as follows: April Term, A. D. 1853:—

(*Replication to Answers.*)

United States Circuit Court
For the District of Missouri, *ss:*

In Chancery.

Levi D. Boone, Adm'r, *et al.*,
vs.
American Iron Mountain Company, C. C. Zeigler, *et al.*,

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answers of the said defendants, to wit: The American Iron Mountain Company and Conrad C. Zeigler, for replication thereunto saith, that he will aver and prove his said bill and its several amendments to be true, certain, and sufficient in law to be answered unto; that the said answer of the said defendants, each and all of them, are uncertain, untrue, and insufficient to be replied unto by this respondent. Without this that any other matter or thing whatever in said answer contained material or effectual in law to be replied unto, confessed and avoided, traversed or denied, is true.

All which matters and things this repliant is and will be ready to aver and prove, as this Honorable Court shall direct, and humbly prays as in and by his several bills he has already prayed.

GARLAND,
Solicitor for Complainants.

And afterwards, on Saturday, May 7th, 1853, the following proceedings were had in this case:—

(*Order Filing Answers of Jules Valle and C. C. Zeigler to Amended Bill, and hearing of cause commenced.*)

JESSE B. THOMAS'S ADM'R, Complainant,
vs. } In Chancery.
MISSOURI IRON COMPANY, Defendant.

This day come the parties by their solicitors, and the defendant, Jules Valle, filed his answer to the amended bill of complaint, which was sworn to by said defendant. And the said defendant, Conrad C. Zeigler, by solicitor, also filed his answer to the said amended bill, with an agreement of solicitors in relation to the same attached thereto. And thereupon the hearing of said cause was by consent set for this day, and the hearing of the same on bill, amended bills, answers, replications, and proofs was commenced, but not being completed at the hour of adjournment, further proceedings are continued until Monday morning. The answers of Jules Valle is as follows, to wit:—

(*Answer of Jules Valle.*)

ADMINISTRATORS AND HEIRS OF JESSE B. THOMAS
AGAINST
AMERICAN IRON MOUNTAIN COMPANY, and others.

The said company, by Jules Valle, a director and stockholder in said company, not admitting any of the various allegations in the amended bills of the said complainants, for answer to so much of said amended bill as he is advised that it is material for him to answer, says, that all the title papers of the seventh part of the said Iron Mountain tract, which had been the property of Nancy Bullett, and is now the property of the said American Iron Mountain Company, were delivered over to the said company by C. C. Zeigler, at the time he delivered his and Harrison's deed for said Iron Mountain tract to said company, and received his certificates of stock. The title papers delivered were the following: 1. The obligation of Nancy Bullett to Jesse B. Thomas, for the conveyance of said seventh, upon the payment of the purchase-money. Upon the back of this bond was an assignment of the same to the Missouri Iron Company, signed by Jesse B. Thomas, and expressed to be for value received. 2. A deed, from Bruce and wife, she being the above-mentioned Nancy Bullett who had intermarried with Bruce, to Allen and Sloan for said seventh part of the Iron Mountain tract. 3. The deed of Allen and Sloan to C. C. Zeigler for said seventh. The title papers above named were delivered to said American Iron Mountain Company, together with all the other title papers upon which they rely, and by virtue of which they hold said land in fee, at the time the deeds of Zeigler and Harrison for said land were delivered to the said company. All of which they are ready to verify.

SHEPLEY, BATES, & FRIZZELL,
For the Defendants.

Personally appeared before the undersigned, Clerk of the Circuit Court of the United States for the District of Missouri, and having been duly sworn, upon his oath states that the facts set forth in the foregoing answer to the amended bill of complaint he believes to be true, he having derived his information upon this subject from original documents to which he has access, and from other persons.

JULES VALLE.

Subscribed and sworn to before me this 7th May, 1853.

BENJ. F. HICKMAN, *Clerk.*

The answer of Conrad C. Zeigler to the amended bill is as follows, to wit:—

(*Answer of Zeigler to Amended Bill.*)

LEVI D. BOONE, Adm'r, THE HEIRS OF JESSE B. THOMAS
vs.
CONRAD C. ZEIGLER, THE AMERICAN IRON MOUNTAIN COMPANY and others.

In the Circuit Court of the United States.

The separate answer of Conrad C. Zeigler, one of the said defendants to the amended bill or amendments of the complainants' bill. This defendant, saving and reserving to himself all benefit of exception to the manifold errors and imperfections of said amendment to said complainants' bill or amended bill, states that for answer to the matters and things set forth in its original answer, which are here reaffirmed and set up as a full answer to all the matters and things stated in said bill and amended bill; that he altogether denies that the said assignment of said bond was made by Jesse B. Thomas to the Missouri Iron Company (erroneously termed in said amended bill the Missouri Iron Mountain Company) under any such special contract and agreement, as is set forth in said amended bill, or under any contract, except in payment of shares of the capital stock of said Company, and charges that agreement set forth in said amendment to complainant's bill, and filed therewith as exhibit X, was not made with the Missouri Iron Company, nor with the president thereof, but purported to be, and was a contract between the said Thomas and said Jones, as a private individual, for the sale of stock then held and owned by him in the Missouri Iron Company, but if it were made with said company (which defendant denies), it had nothing to do with, and was in nowise connected with or dependent upon the transfer of said bond to the Missouri Iron Company by said Thomas, and was only an agreement to negotiate the sale of the stock held by Thomas in the Missouri Iron Company.

This defendant admits that a resolution, as is stated in said amendment or amended bill, was passed by the Board of Directors of the Missouri Iron Company, and is stated substantially in the letter of this defendant to said Thomas, marked exhibit X, to said amended bill, but defendant incorrectly signed his name as secretary of said Board, when in fact as represented in his original answer, he was only Secretary pro tempore, acting in the absence of the secretary of said Board, to which answer he now refers for the particulars of his so acting. Defendant admits that said company did not at any time surrender the title-bond of Nancy Bullett, nor had they any contract to cancel with said Thomas; but if they had, said company did not cancel it, but it was not on account of the insolvency of said company, but because said Thomas never accepted said proposition or offered to comply with the terms thereof, nor in any manner transferred or assigned the capital stock owned by him in said company, nor could said company have cancelled any contract with said Thomas, nor transferred to him any rights acquired by them in any manner in said Iron Mountain tract, the liens of the judgments mentioned in defendant's answer to said original and amended bills having intervened. Defendant altogether denies that when he bought of said company all the interest they had in said tract, such interest did not exceed five or six-sevenths, but on the contrary states that said deed professed to convey and did convey the whole land, and was intended to convey the one-seventh embraced in Mrs. Bullett's title-bond, as well as the other portion thereof; and denies that said company held it under any special contract, or that any transfer or assignment by said company, of said bond or interest embraced in it was any fraud upon said Thomas.

Defendant states that if the title papers delivered by said company show the extent of the interest conveyed by said company to him then he acquired the title embraced in said Nancy Bullett's title bond, for said bond was at that time delivered to him by said Company, and by said Zeigler delivered to the American Iron Mountain Company, when he sold said tract to said last named Company. Defendant admits that the legal title of said seventh of said land, was by Bruce and wife, late Nancy Bullett, assigned and conveyed to Allen and Sloan, and that Allen and Sloan conveyed the same to said defendant, and he afterwards acquired said Allen and Sloan's title under the decree, and decree and sale thereunder, in the chancery suit of Allen and Sloan against Van Doren and Thomas, made an exhibit to defendant's former answer, and does not admit that he conveyed the legal title, only, of said seventh to the American Iron Mountain Company, but states that he conveyed the complete title, legal and equitable, to said seventh to last named Company. Defendant admits that he did not assign the notes of Jesse B. Thomas, but still holds the same. Defendant admits that he was a member of the firm of Scott and Zeigler, and that they were solicitors of Allen and Sloan, in said chancery suit above referred to. Defendant denies that the American Iron Mountain Company knew any about the title of defendant to said Iron Mountain tract, or how it was acquired, further than the deeds showed, but were strangers to his title, and relied solely upon the opinion of counsel in relation thereto. Said defendant having now fully answered said amended bill (except that nothing in said bill which is not fully and specifically traversed, admitted, or denied, is true), asks to be hence discharged, with his reasonable costs, most wrongfully sustained.

HAIGHT & SHEPLEY,
Sols. for Def't.

LEVI D. BOONE, Adm'r, and the heirs of Jesse B. Thomas, Pl'ffs,
vs.
CONRAD C. ZEIGLER, the American Iron Mountain Company and others, Defendants.

In the Circuit Court of the United States for Missouri District:

It is agreed by the parties hereto that the answer and supplemental answer of the American Iron Mountain Company to the amended bill of the complainants need be signed only by the solicitors of said American Iron Mountain, and all exceptions on account of said answer not being subscribed by the President of said Company, and sealed with the seal of said corporation, are waived: and also, that all exceptions on account of C. C. Zeigler's answer not being verified by affidavit are also waived.

H. A GARLAND, *for Complainants.*

Afterwards, on Monday, May 9th, 1853, the following proceedings were had, viz:—

(*Order continuing Hearing.*)

JESSE B. THOMAS'S ADM'R, Compl't,
vs.
MISSOURI IRON COMPANY, Def't.
} In Chancery.

This day come again the parties by their solicitors, and the hearing of this cause was continued throughout the day, but not being completed at the hour of adjournment, further proceedings are continued until to-morrow morning.

And afterwards, on Tuesday, the tenth day of May, 1853, the following decree was rendered in this cause, to wit:—

(*Decree.*)

JESSE B. THOMAS'S ADM'R, Complainant,
vs.
MISSOURI IRON COMPANY, Defendant.
} In Chancery.

This day come again the parties by their solicitors, and the hearing of this cause having been completed, and the same having been submitted to the court upon the said bill, answers, replications, exhibits and proofs, and the court being fully advised in the premises, do now finally order, adjudge and decree, that the bill of said complainants be and the same is hereby dismissed; and do further order and decree, that the complainants pay to the defendants the costs and charges in and about this suit expended, and that execution issue therefor.

Afterwards, on May 11th, 1853, the following proceedings were had, to wit:—

(*Order allowing Appeal.*)

JESSE B. THOMAS'S ADM'R, Complainant,
vs.
MISSOURI IRON COMPANY, Defendant.
} In Chancery.

This day comes again the complainants by their solicitors, and prayed an appeal to the Supreme Court of the United States, from the decree rendered in this cause, which was allowed and the appeal granted.

The following are the depositions as filed in this cause, and used upon the trial of the same:—

Be it remembered, that on the seventeenth day of February, one thousand eight hundred and fifty-two, at the office of the Clerk of the Circuit Court of Cape Girardeau County, Missouri, in the town of Jackson, in said County, Conrad C. Zeigler personally appeared before me, William C. Ranney, Judge of the Cape Girardeau Court of Common Pleas in Cape Girardeau County, State of Missouri, and made oath, that he, said Conrad C. Zeigler, was defendant in a

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suit then depending in the Circuit Court of the United States for the Circuit and District of Missouri; wherein the administrator of Jesse B. Thomas, Jr., was plaintiff.

That the testimony of Frank J. Allen and Hiram L. Sloan was material and necessary for him, the said defendant, in the defence of such suit, and that they, the said Frank J. Allen and Hiram L. Sloan lived in Cape Girardeau County, Missouri, more than one hundred miles from St. Louis, Missouri, where the Court at which the said defendant expected the said cause would be tried was appointed by law to be held.

That the said administrator of said Jesse B. Thomas, Jr., the above named plaintiff, resided in the State of Illinois, more than one hundred miles from Jackson, aforesaid, and that his attorney resided in St. Louis, about one hundred and twenty miles from Jackson aforesaid, and the said Conrad C. Zeigler requested me that the said Frank J. Allen and Hiram L. Sloan might be examined according to the directions of the Act of Congress in such cases made and provided.

Whereupon I ordered the said Hiram L. Sloan and Frank J. Allen should be examined *de be neese* before me at Jackson aforesaid, on this seventeenth day of February, eighteen hundred and fifty-two.

I have therefore proceeded with the said examination.

(*Deposition of Frank J. Allen.*)

And the said Frank J. Allen being carefully examined and cautioned, and duly sworn to testify the whole truth, and nothing but the truth, saith:—

Question by defendant, C. C. Zeigler.—State what you know in relation to the ownership of one-seventh of the Iron Mountain property formerly owned by Nancy Bullett.

Answer.—In the year 1836, Nancy Bullett, under the will of her husband, owned one-seventh of the Iron Mountain property: some time in that year her brother, Jesse B. Thomas, Jr., contracted for the purchase of it, and agreed to pay her ten thousand dollars for the same. She made him a title-bond, obligating herself to make him a deed upon payment of the notes which he gave for the ten thousand dollars: some time after she sold to Thomas, one John L. Van Doren employed me to go to Illinois and buy Thomas's title-bond for him: I did so, agreeing for Van Doren, as his agent, to the terms of the purchase, which, if I remember correctly, was twenty-five thousand dollars, payable at certain specified times. Some time in the year 1839, Nancy Bullett, then Nancy Bruce, and her husband, informed me that neither Thomas, or Van Doren for him, had paid the notes which Thomas gave for the title-bond, and that they wished to sell the property and assign the notes. Hiram L. Sloan and myself agreed to purchase the same for four thousand and five hundred dollars, and accordingly, on the 22d February, 1839, Bruce and wife made us a deed for the one seventh of the Iron Mountain, and assigned us the notes of Thomas. Some time after this purchase, Sloan and myself employed Messrs. Scott and Zeigler, attorneys-at-law, to file a bill in chancery for us in the Francois County Circuit Court *vs.* Thomas and Van Doren to sell all the right they had acquired, if any, under the purchase from Nancy Bullett, and apply the proceeds to the payment of the amount due on the notes of said Thomas. While this suit was pending, we contracted with Conrad C. Zeigler, and sold him all our interest in the Iron Mountain property, and the notes of Jesse B. Thomas, Jr., for the sum of six thousand five hundred dollars, which amount said Zeigler paid us, and we made him a deed for the property. It was also agreed that the suit against Thomas and Van Doren should go on for Zeigler's benefit. I was informed a sale took place under the decree of the St. Francois court in our favor, and that Zeigler became the purchaser at such sale. Since then I know nothing of the property, except from common report.

Question by same.—Did Nancy Bullett or Nancy Bruce to your knowledge ever assent to the sale to Van Doren, or agree to look to Van Doren for the payment of Thomas's notes?

Answer.—I was very intimate with Nancy Bullett, afterwards Bruce; she lived at my house a long time, and I know she never did agree to look to Van Doren for payment of the notes of her brother, Jesse B. Thomas.

Question by same.—Did you ever hear anything of a sale of Van Doren, or Thomas's title-bond to the Missouri Iron Company?

Answer.—I never did.

Question by same.—When you and Sloan purchased of Bruce and wife, did you act for yourselves, or as agents for Van Doren or the Missouri Iron Company?

Answer.—We acted for ourselves and no one else, and paid our own money.

Question by same.—Was not Jesse B. Thomas and J. L. Van Doren notoriously insolvent at the time you sold to Zeigler, also when you bought from Bruce and wife?

Answer.—I understood both Thomas and Van Doren were notoriously insolvent.

Question by same.—Did Mrs. Bruce ever urge you to purchase her interest in the Iron Mountain; and to what purpose did she want the proceeds applied?

Answer.—She frequently solicited me to purchase her interest in the Iron Mountain in eighteen hundred and thirty-nine, and she wished to apply the proceeds of such sale to lands on the river, and she did actually apply them to such purpose.

Question by same.—Were you and Mr. Sloan, in purchasing the Iron Mountain property from Nancy Bullett, acting as agents of Van Doren or the Missouri Iron Company?

Answer.—We did not—we acted for ourselves and ourselves alone.

Question.—What was the value of the one-seventh of the Iron Mountain property when Zeigler purchased of you?

Answer.—I consider that the property was worth what we received for it, and it was a fair consideration.

And further the deponent saith not.

FRANK J. ALLEN.

Sworn and subscribed before William C. Ranney, Judge of the Cape Girardeau Court of Common Pleas in Cape Girardeau County, Missouri, at Jackson, the 17th day of February, 1852.

WM. C. RANNEY.

(*Deposition of Hiram L. Sloan.*)

And the said Hiram L. Sloan being carefully examined and cautioned, and duly sworn to testify the whole truth and nothing but the truth, saith:—

Question by defendant, C. C. Zeigler.—Were you one of the purchasers in 1839, of the one-seventh of the Iron Mountain property from James Bruce and wife, formerly Nancy Bullett?

Answer.—I was a purchaser jointly with Frank J. Allen of the interest of said parties.

Question by same.—Did you act in such purchase as the agent of Van Doren or the Missouri Iron Company?

Answer.—I knew nothing of Van Doren or the Missouri Iron Company, and acted entirely for ourselves.

Question by same.—At the time you purchased from Bruce and wife, and at the time you sold the property to Zeigler, had you any knowledge of a sale of the title-bond of Thomas to the Missouri Iron Company?

Answer.—I never heard anything of the kind mentioned, and knew nothing of it.

Question by same.—What did you pay Bruce and wife for the property and the two notes of Jesse B. Thomas?

Answer.—Four thousand five hundred dollars.

Question by same.—What did Zeigler pay you for the same?

Answer.—Six thousand five hundred dollars.

Question by same.—What was the value of the property about that time?

Answer.—We considered six thousand five hundred dollars a fair price.

Question by same.—In purchasing from Bruce and wife, did she take any part in the transaction?

Answer.—She was the one who applied to Allen and myself to purchase, the object being to secure with the proceeds of the sale, a certain farm on which they afterwards resided.

And the deponent further saith not.

H. S. SLOAN.

Sworn to and subscribed before me, the undersigned William C. Ranney, Judge of the Cape Girardeau Court of Common Pleas in Cape Girardeau County, Missouri, the 17th day of February, A. D. 1852.

WM. C. RANNEY.

And I do further certify, that the preceding depositions, taken in the case of the administrator of Jesse B. Thomas, jr., plaintiff, against the American Iron Mountain Company, Conrad C. Zeigler, *et al.*, defendants, were reduced to writing by me, and signed by the said Frank J. Allen and Hiram L. Sloan respectively; and that I am not of counsel or attorney for either of the parties to the said suit, nor am I interested in the event thereof.

WILL. C. RANNEY,
Judge of the Cape Girardeau Court of Common Pleas.

THE UNITED STATES OF AMERICA,
Missouri District, sct:

The deposition of M. Frissell, taken before me, Benjamin F. Hickman, a commissioner duly appointed by the Circuit Court of the United States in and for the Missouri District, under and by virtue of the laws of the United States authorizing the appointment of commissioners, on this second day of May, in the year 1853, at my office No. 121, up stairs, Chesnut Street, St. Louis, Mo., to be read as evidence in a certain suit in chancery pending in the Circuit Court of the United States for the district of Missouri, wherein the administrator of Jesse B. Thomas, deceased, and others, are complainants, and the Missouri Iron Company and others are defendants. The said deponent being first carefully examined and cautioned, and sworn to testify the whole truth, doth depose and say:—

(*Deposition of M. Frissell.*)

Question.—Did you on the 20th of March, 1840, at Potosi, address a letter to Jesse B. Thomas at Springfield, Illinois?

Answer.—From my letter, exhibited to me here, I perceived that at that time I wrote a letter to said Thomas; without seeing the letter I could not have recollected the date.

Question.—Are the facts stated in that letter, true? (objected to as improper in its form.)

Answer.—The matters and things as stated therein correspond with the facts, and, I believe, everything contained in that letter is true. (Objected to on part of defendants, as being irrelevant and incompetent testimony.)

Question.—Did you, on the 20th day of March, 1840, state to Jesse B. Thomas by letter that Sichel, with whom Jones made the contract for the sale of the Missouri Iron Company stock, had failed to comply with his contract? (Objected to on part of defendant on

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the ground that statements made or written by Frizzell to Thomas are not competent evidence herein.)

Answer.—All that I then stated in reference to the contract with Sichel I derived from Jones, who was then a stockholder and president of the Missouri Iron Company. I suppose I saw the correspondence between Jones and Sichel, but have no distinct recollection about it. (Objected to by counsel for defendants as incompetent and irrelevant.)

Question.—Were you a director and stockholder of the Missouri Iron Company?

Answer.—I was a director, but I was not, *bona fide*, a stockholder. There were certain persons belonging to the Company who wished me to be a director, and, in order to be a director, it was necessary for me to own stock; for that purpose, without my request, and, indeed, without my knowledge at the time, Henry Pease transferred to me on the books of the company stock—I do not recollect whether it was one or five shares. I subsequently acted as director, and was present at meetings of the board until about the latter part of 1840. According to my impression, I think the Board met monthly, but had no fixed place for meeting.

Question. Were you present at a meeting of the Board of Directors when the subject of the sale of Jesse B. Thomas's stock was agitated?

Answer. I was at a meeting in January, 1840, when Evaristo Pratte attempted to get an order of the Board for selling the stock issued to Jesse B. Thomas, for the purpose of paying off a judgment in favor of Martin Thomas against Van Doren, Pease & Co., which was supposed to be a lien upon that portion of the Iron Mountain tract that lay in St. Francois County. The reason they urged why they should sell Jesse B. Thomas's interest was, that the debt to Martin Thomas was for the purchase of the life interest of Beverly Allen in the same seventh that Jesse B. Thomas had purchased of Nancy Bullett. It was resisted by me on the ground that Jesse B. Thomas not being the owner of the life interest of Beverly Allen, and not having received any benefit from that life interest, was under no greater obligation to pay that judgment than any other of the sevenths. I have no recollection now of that proposition having ever been brought up before the Board of Directors again. It was not carried, and Jesse B. Thomas's stock was not sold. (Objected to as stating the proceedings of the Board of Directors, they being in writing.)

Question. What was the contract with Sichel, alluded to in your letter?

Answer. In the fall of 1838, in order to get money to pay off the debts of the company and to start Iron-works, Jones was authorized by the company to go East, and if necessary, to Europe, to make sale of the stock, or a portion of the stock. He left Potosi about 1st of December, and went to eastern cities, where he met with

Julius Sichel, said to have been connected with the house of the Rothschilds, and with him he made what was usually called a contract, but I never looked upon it as such. It was simply a proposition on the part of Sichel to take a certain portion of the stock of the Missouri Iron Company, if he chose to do so.

Question. Do you know anything of a contract between Jones and Jesse B. Thomas, and was this contract made by Jones as President of the Missouri Iron Company, and acting by their authority, and what was that contract? (Objected to by counsel of defendants on the ground of the testimony sought for being incompetent, the contract being in writing.)

Answer. There is a contract here shown to me, being Exhibit X, to plaintiff's amended bill, and hereto annexed, which is signed by Augustus Jones, but in his own individual capacity.

Question. What was Jones's authority? (Objected to on part of plaintiff, as his authority can only be shown by the records of said company.)

Answer. His authority extended only to selling a portion of the stock of said company. I have now no recollection of the agreement contained in Exhibit X, but I must have known it when I wrote the letter to Thomas.

Question. Can the original records of the Missouri Iron Company be obtained?

Answer.—As counsel for the American Iron Mountain Company, I attempted last summer to get those records, but after diligent search I could not find where they were, but am inclined to think that they are lost.

Question.—Do you know anything of the assignment of Jesse B. Thomas to the Missouri Iron Company?

Answer.—The assignment of the bond of Nancy Bullett to Jesse B. Thomas, was made by Jesse B. Thomas to the Missouri Iron Company in my presence, I think, and is hereto annexed as Exhibit A to this deposition. The consideration of that assignment was a portion of the stock of the Missouri Iron Company, but whether it was one-seventh of the stock that was issued to the owners of the Iron Mountain tract or not, I cannot state; possibly some might have been kept back for the purpose of paying off Martin Thomas, who held B. Allen's claim for a life estate upon that seventh. I have no recollection that anything was kept back for the purpose of taking up the notes given by Thomas to Mrs. Bullett. This assignment was made with the assent of Van Doren and his assignees; I was one of his assignees; Augustus Pease and Berryman were the other assignees. All previous contracts between Jesse B. Thomas and Van Doren I considered as rescinded, and the papers hereto annexed as Exhibit B and C, were delivered to me.

Question.—Was the stock which was the consideration of the assignment of Mrs. Bullett's bond by Thomas to the Missouri Iron Company, delivered to Thomas?

Answer.—I have no personal knowledge of the fact, whether it was or was not.

Question.—Do you know to whom Exhibit A belongs?

Answer.—I presume it belongs to the American Iron Mountain Company.

Question.—Do you know whether any of the Stockholders or Directors of the Missouri Iron Company are dead?

Answer.—Myself, Henry Pease, and Augustus Jones are the only ones that are living; Jones is in Texas, and Pease lives in Illinois.

Question.—State all that you know relative to the transfer and deliveries of the stock which was given to Jesse B. Thomas by the Missouri Iron Company, in consideration of his assignment of title bond of Mrs. Bullett to the Company.

Answer.—After the failure of Van Doren in his project to organize the Missouri Iron Company, and on the 8th of May, 1838, he made an assignment of all his interest in the property belonging to him or as representative of the Missouri Iron Company, which consisted of the Iron Mountain Tract of 20,000 arpens; the Pilot Knob and a quantity of land adjoining the St. Mary's Landing tract of 2,000 arpens; and a third of a league square adjoining the St. Mary's Landing tract to myself, Augustus Pease and Josiah Berryman. The St. Mary's landing tract and said one-third of a league square was acquired by Augustus Jones after Van Doren had rescinded his contract with Davis, the original owner of these tracts. Van Doren's contract with the seven different owners of the Iron Mountain Tract was also rescinded, of whom Jesse B. Thomas was the last. The original owners of the Iron Mountain Tract, Augustus Jones as the owner of St. Mary's Landing tract, Henry Pease and Van Doren, represented by his assignees, as owners of the Pilot Knob tract, became the Missouri Iron Company, and the $5,000,000 of stock was for the benefit of each one of those persons, according to a valuation fixed upon the property put in by each. What the valuation was I do not now recollect. The seventh of the Iron Mountain tract which was claimed by Thomas was entitled to the benefit of one-seventh of the stock which was issued on account of the Iron Mountain Company. The stock which was to be furnished to Sichel was, I think, taken in ratable proportions from the stock belonging to each.

Question.—Did the Missouri Iron Company consider Jesse B. Thomas as the owner of one-seventh of the Iron Mountain tract? (Objected to by defendant's counsel as a thing only to be proved from the Minutes of the Company and deeds.)

Answer.—I think it was conditional: that if he paid up the amount due Martin Thomas he would have been entitled to the one-seventh; but this is a matter of inference rather than recollection.

Question.—Was the ratable proportion of the stock reserved under contract of the board to fulfil their contract with Sichel?

Answer.—My impression is that it was not, but that, as it was considered to be for the benefit of all, each one agreed, voluntarily, to give up a portion of his stock to fulfil the contract. Each one controlled his own stock, or the proceeds of his own stock.

Question.—What do you know of the certificates of the stock being issued to Jesse B. Thomas?

Answer.—I know nothing, personally, about it; but I think the books would show that fact.

Question.—At the time of this arrangement had you, as assignee of Van Doren, resigned all claim to any rights that Van Doren had acquired of Jesse B. Thomas?

Answer.—After the rescision of the contract we claimed no rights, and two of the notes of Van Doren to Jesse B. Thomas were given up, and the bond to pay Mrs. Bullett $10,000 was also given up. They are the papers marked B and C, as exhibits to this deposition.

Question.—Did not the Missouri Iron Company get, by the arrangement of consolidation alluded to, a solid title to the Iron Mountain?

Answer.—I believe they did, with the exception of some liens, which attached to it against Van Doren before he made his assignment. The letter exhibit Y to amended bill of signed by C. C. Zeigler, purporting to be Secretary of Mo. Iron Company, is in the handwriting of said Zeigler; the letter hereto annexed as Exhibit D, is mine. (Objected to as incompetent testimony by counsel of defendants.)

The letter hereto annexed as Exhibit E, is in Van Doren's handwriting, and the signature is his. (The counsel for defendants objects to this letter as incompetent evidence.)

Question.—What became of the Pilot Knob tract and St. Mary's Landing tract?

Answer.—The Pilot Knob tract was sold under liens which were prior to any arrangements made by Van Doren or his assignees. The St. Mary's Landing was sold as being the property of Van Doren, though he had no title to it; and Jones retained his title to it for some years after this. The rescision of the contract of Van Doren with Thomas by Van Doren's assignees was made on the 13th of August, 1839.

All of the statements made by the witness as to contract with Sichel objected to at the time by defendant's counsel as being incompetent without the production of the contract.

(*Cross-Examined.*)

Question—Are you acquainted with Jesse B. Thomas's handwriting; and if so, is the signature to the assignment of Exhibit A, hereto annexed, in his handwriting?

Answer.—The body of the assignment and signature I believe to be in the handwriting of Jesse B. Thomas. I have seen said Thomas write.

Question.—In what capacity did you write the letter to Thomas?

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Answer.—I wrote that letter to Thomas as a friend merely. I think he had requested me, as a friend, to keep him advised of the proceedings.

Question.—Is the contract spoken of by you, in your direct examination, as made with Sichel, the same referred to in Exhibit X to plaintiff's amended bill?

Answer.—The contract referred to by me is the same one as mentioned in Exhibit X. That contract was in writing, and I suppose it is now in the possession of Augustus Jones.

Question.—Do you know anything of Zeigler being secretary of the Board of the Missouri Iron Company?

Answer.—Mr. Zeigler was not secretary while I acted as director. I think that Augustus Pease continued to be secretary all the time while the corporation existed. I think Zeigler acted as secretary, perhaps, in the absence of Pease; but after I ceased to meet, I had no actual knowledge of who acted.

Question.—Was not the contract or proposition of Sichel to take a certain number of shares from the stockholders of the Missouri Iron Company, and made with by Jones acting on behalf of these stockholders?

Answer.—I believe Jones was authorized to go and sell certain portion of the stock of the company as agent of the company. This contract or proposition did not affect Thomas, because he had no stock until on the 13th August, 1839. I read the contract, or what is called a contract with Sichel, but have no recollection about the terms of it, further than that I recollect it was binding upon the company, but was not binding on Sichel. My recollection about the contract or its terms, with that exception, is exceedingly indefinite.

M. FRISSELL.

I, Benjamin F. Hickman, a commissioner duly appointed by the Circuit Court of the United States in and for the Missouri District, under and by virtue of the laws of the United States authorizing the appointment of commissioners, and duly qualified and acting as such commissioner, do certify, that at the request of the said complainants, by their solicitors, I caused the above-named M. Frissell, deponent in the foregoing deposition, to come before me at the time and place in the caption stated, with the consent of J. R. Shepley, Esq., solicitor for defendants, and the said deposition was taken by the consent of and with in the presence of said solicitors, viz.: Messrs. Garland and Norris for complainants, and J. R. Shepley, Esq., for defendants; and that the same subscribed by said M. Frissell in my presence, and sworn to by him; that I am not counsel nor attorney for either of the parties, or interested in the result of the said suit. All of which is certified to said Court, as the cause wherefore this deposition is taken, and for the manner in which it is done. In witness whereof, I hereunto subscribe my name and affix my seal, this second day of May, 1853.

BEN. F. HICKMAN,
Commissioner for Mo. District.

(The following are the Exhibits referred to in foregoing depositions.)

(***Exhibit A, referred to in Deposition of Frissell.***)

Exhibit "A." Know all men by these presents, that I, Nancy Bullett, of the county of Cape Girardeau, and State of Missouri, am held and firmly bound unto Jesse B. Thomas, Jr., of the county of Sangamon, and State of Illinois, in the penal sum of twenty-thousand dollars, for the payment of which sum well and truly to be made, I do hereby bind myself, my heirs, executors, and administrators, firmly by these presents. Signed with my hand, and sealed with my seal, and dated this 2d day of November, in the year of our Lord one thousand eight hundred and thirty-six.

The condition of the above obligation is such, that whereas, the above bounden Nancy Bullett has this day sold to the said Jesse B. Thomas, Jr., for and in consideration of the sum of ten thousand dollars, all the interest of the above bounden Nancy Bullett, as relict and devisee of George Bullett, deceased, late of the county and State first aforesaid, to wit: the undivided one-seventh part of a certain tract of land lying and being situate in the county of Washington, and State first above said, containing twenty thousand arpens, and commonly known as the "Iron Mountain Tract," the said tract of land being more particularly described as situate in townships No. thirty-five, north of Range No. three east, and thirty-four and thirty-five north of Range No. four, east of the fifth principal meridian, and designated on the said plats of township No. 35 north of Range 3 east; and No. 35 north of Range 4 east, as the claim of Joseph Pratte; and the same that was confirmed to said Joseph Pratte by an act of Congress, entitled, "An act confirming claims to land in the State of Missouri, and for other purposes," approved July 4th, 1836. And whereas, the said Jesse B. Thomas, Jr., has executed to the above bounden Nancy Bullett his two several promissory notes, bearing even date herewith, for five thousand dollars each, and payable the one six, and the other twelve months after date, in consideration of the aforesaid purchase: now if the *abounden* Nancy Bullett, her heirs, executors or administrators, payment of the above described promissory notes being made by the said Jesse B. Thomas, Jr., his heirs, executors, administrators or assigns, according to the tenor and effect of said promissory notes, shall well and truly execute to the said Jesse B. Thomas, Jr., or his heirs or assigns, upon the payment last to be made by the said Jesse B. Thomas, Jr., upon the aforesaid promissory notes, a good and sufficient deed of conveyance for the one undivided seventh part of the above described tract of land, then this obligation to be void, otherwise to be and remain of full force and virtue in law.

[SEAL.] NANCY BULLETT.

Signed, sealed and delivered in presence of E. A. Burr.

STATE OF MISSOURI,
County of Cape Girardeau, ss:

This day personally appeared before me, Clerk of the County Court of the County aforesaid, Nancy Bullett (with whom I am personally acquainted, and know to be the same person who signed and executed the foregoing bond), and acknowledged the foregoing bond or instrument of writing to be her act and deed, for the uses and purposes therein mentioned and expressed.

In witness whereof, I have hereunto set my hand and seal of said County Court, the second day of November, A. D. 1836.

[SEAL.] PETER R. GARRETT, *Clerk.*

STATE OF MISSOURI,
County of St. Francois, ss:

As Clerk of the Circuit Court, and ex-officio Recorder of the said County, I do hereby certify that the foregoing instrument of writing was filed in my office for record, on the 20th day of February, A. D. 1837, and that I have well and truly recorded the same as such, in Book B., pages 133 and 134.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Circuit Court, at office in the town of Farmington, this 21st day of February, A. D. 1837.

[SEAL.] JOHN COBB, *Clerk.*

For value received, I hereby assign the within bond to the Missouri Iron Company.

Potosi, Aug. 13th, 1839. JESSE B. THOMAS.

(*Exhibit B, referred to in Dep.*)

Exhibit "B," $\$5,000\frac{00}{100}$.

Thirty months after date, I promise to pay Jesse B. Thomas, jr., or order, five thousand dollars, for value received, Nov. 15th, 1836.

JOHN LIVINGSTON VAN DOREN,
By his agent, FRANK J. ALLEN.

Attest, GEORGE FORQUEZ.

$\$5,000\frac{00}{100}$.

Twenty-four months after date, I promise to pay Jesse B. Thomas, jr., or order, five thousand dollars, for value received, Nov. 5th, 1836.

JOHN LIVINGSTON VAN DOREN,
By his agent, FRANK J. ALLEN.

Attest, GEORGE FORQUEZ.

(*Exhibit C, referred to in Dep.*)

Jackson, Mo., 12th July, 1839.

Exhibit "C."

MR. J. B. THOMAS, JR.—

Sir: Mr. Sloan and myself, who has purchased Mr. and Mrs. Bruce's interest in the Iron Mountain tract of land, are about selling the same to the Iron Mountain Co.; Mr. Van Doren now here for that purpose. The difficulty occurs, that there is no assignment upon the bond of Mrs. Bullett; when that is done and the Co. complies with ourselves, your notes are to be given up, and the suit, if any has been commenced against you in Illinois, will be withdrawn.

Respectfully,

FRANK J. ALLEN AND
H. L. SLOAN.

Farmington, July 16th, 1839.

MR. THOMAS—

Sir: When I left Jackson last week, it was my intention to have proceeded early this week to Springfield, and to have arranged our Iron Mt. business, but circumstances prevent my leaving home, and not having any proper person to send, I have thought it best to request you to visit Mo. on the above business as soon as possible. The Mo. Iron Co. are prepared, and have made arrangements to that effect with Messrs. Sloan & Allen, of Cape Girardeau County, to take up your two notes given Mrs. Bruce by yourself in 1836, upon your making an assignment of the bond given you by your sister, Mrs. Bruce. My trustees are prepared at the same time to take up my notes for the $15,000, as held by you, by paying you the stock of the Mo. Iron Co. for the same, which arrangement, we learn from your letter to R. T. Brown, you are desirous of making. The Mo. Iron Co. stock will sell at a large premium upon the return of Gen. A. Jones from Europe this fall. The Mo. Iron Co. have effected a sale of $600,000 worth of their stock to the Rothschild House of England, and obtained the assurance of obtaining any amount of funds on a loan. Gen. Jones visits England in a few days for the purpose of obtaining said fund. It is Gen. Jones's wish that the Mo. Iron Company obtain the deed for the interest in the Iron Mountain, as held by yourself and sister, in the place of the present bonds. It may be necessary to have this deed before funds can be had at all. We know that they can be had immediately upon reaching Europe with the deed. As your interest is the same with ours in furthering the interests and speedy consummation of the plans of the Mo. Iron Co., we hope that you will not fail to visit Mo. immediately upon the receipt of this letter. Gen. Jones will delay his departure for the east, for the purpose of affording you time to visit us. You will find the bonds, stock, &c. at Potosi, by calling upon Gen. Jones, or Mason Frissell, Esq., with whom the arrangement can be made, after which I will immediately visit Jackson and take up your notes now held by Messrs. Sloan & Allen. I have read the above letter to Mr. R. T. Brown (now in Farmington), and it is his advice and wish that you should immediately visit us.

Yours, most resp'f'y,

J. L. VAN DOREN.

P. S.—If Mr. J. B. Thomas is not at home when this letter reaches Springfield, Mrs. Thomas is requested to have the letter sent to him as soon as possible, since Gen. Jones is now waiting to have the above business arranged before going to Europe.

J. L. VAN DOREN.

(*Exhibit D, referred to in Dep.*)

Potosi, March 20th, 1840.

Exhibit "D."

Dear Sir: You may probably have learned before this time, that Sichel, with whom Jones made the contract for the sale of the Mo. Iron Co. Stock, has failed to comply with his contract. This, you may well imagine, has thrown the company into some confusion, and in making arrangements for a new attempt to sell their stock, it has become necessary to have the debt due Martin Thomas paid off, as one of his judgments is a lien upon the Iron Mountain tract. This debt, according to the contract made with you, has to be paid off with your stock; and it was with difficulty that, at the last meeting of the board, which took place the last of January, at Fredericktown, I could prevent its being sacrificed; and at the present meeting at this place, there appears to be a strong disposition shown to do it still. They reason thus: you are to receive the benefit to be derived from the purchase, and it is but fair that you should suffer the loss, as the property of some one must be sacrificed, neither the company nor the members having any money they could spare or advance to prevent the property being sold without a sacrifice. I shall enclose three of small notes on Miles Peck, who resides at or near Springfield, to be collected. He may possibly at this time be residing near Bellville. I also wish to enclose to me, or hand over to Martin the notes you hold on Van Doren, and also a power of attorney to enter satisfaction on the judgment obtained at Fredericktown in favor of your assignee, if I remember the circumstances correctly. I do not now remember the name of the assignee, but an assignment of the judgment to the trustees might answer even better than a power to enter satisfaction. Please send a memorandum of the notes, as I have given my receipt for them.

Yours,

M. FRISSELL.

(*Exhibit E, referred to in Dep.*)

Exhibit "E."

For value received of Jesse B. Thomas, jr., of the County of Sangamon and State of Illinois, I do hereby promise and obligate myself to pay on account of the said Jesse B. Thomas, jr., to Mrs. Nancy Bullett, of the County of Cape Girardeau and State of Missouri, ten thousand dollars, according to the tenor and effect of two several promissory notes, executed by the said Jesse B. Thomas, jr., to the said Nancy Bullett, on the second day of November instant, for five thousand dollars ($\$5,000\frac{00}{100}$) each, the one payable six, the other twelve months after date. And the said notes to take up and deliver to the said Thomas to be cancelled.

Springfield, 15th November, 1836.

J. LIVINGSTON VAN DOREN.
By his Ag't. FRANK J. ALLEN.

Attest, GEO. FORQUEZ.

(*Exhibit X, referred to in Dep.*)

Exhibit "X:" Received of Jesse B. Thomas, of Sangamon County, State of Illinois, a transfer of seventy-one thousand four hundred dollars ($\$71, 400\frac{00}{100}$) of the capital stock of the Missouri Iron Company, forty-three thousand dollars of which is to be transferred to Julius Sichel of Amsterdam, to consummate a contract made and entered into by and between myself and the said Julius Sichel, on the first day of May last, according to the terms of the said contract, and the proceeds arising from the transfer of said stock to said Sichel are to be paid by me to said Jesse B. Thomas. The residue of the said stock, to wit: Twenty-eight thousand four hundred dollars ($\$28,400\frac{00}{100}$) is to be appropriated, in whole or in part, to the payment of the balance due on two notes executed by said Thomas to Mrs. Nancy Bullett, now Nancy Bruce, of Cape Girardeau County, Missouri, on the 2d November, 1836, for $\$5,000\frac{00}{100}$ each, payable the one six and the other twelve months after date, now held by Messrs. F. J. Allen and H. L. Sloan, on which notes the sum of one thousand dollars has been paid by said Thomas, and a debt of six thousand two hundred dollars ($6,200\frac{00}{100}$) due from J. L. Van Doren to Martin Thomas, of St. Louis, Missouri, on account of a purchase of the life estate of B. Allen, of St. Louis, in an undivided interest in the Iron Mountain tract of Missouri, sold by said Jesse B. Thomas to the Iron Mountain Company. And if any balance shall remain unexpended of the said twenty-eight thousand four hundred dollars, after the payment of the aforesaid sums due to said Allen and Sloan, and to Martin Thomas respectively, the same is to be sold by me at par, for the benefit of the said J. B. Thomas, Jr., the transfer of said stock having been made by said J. B. Thomas, Jr. to me for disposition as above specified.

A. JONES.

Potosi, Mo., August 15th, 1839.

(*Exhibit Y, referred to in Deposition.*)

Exhibit "Y." *St. Genevieve*, Sept. 2, 1841.

JESSE B. THOMAS, Jr.—Sir: I have been requested by the President of the Missouri Iron Company, to transmit to you a copy of a resolution of the Board of Directors, to wit: On motion of Augustus

Jones, it was unanimously resolved that the President of the Missouri Iron Company be authorized to receive of Jesse B. Thomas the stock of the company issued to him by the company, amounting to seven hundred and fourteen shares, and that the President be authorized to cancel the contract or agreement with said Thomas, in relation to the one-seventh of the Iron Mountain tract of land, whenever said Thomas shall transfer to the company the stock aforesaid. You will perceive that by the above resolution the President is authorized to cancel the bond or agreement in relation to the transfer of your interest of the Iron Mountain tract. As the chance of doing something with the property is better than the stock, I presume you can have no objection to making the transfer: the company is about to be dissolved, and the stock is worth nothing. Should you be willing to receive the benefit of the above resolution, you will please address to C. C. Zeigler, Secretary Mo. Iron Co., St. Genevieve.

The following is a copy of the appeal bond in this cause:—

(*Appeal Bond.*)

Circuit Court of the United States for the Eighth Circuit and Missouri District.

JESSE B. THOMAS'S ADM'R
vs.
MISSOURI IRON COMPANY.
} On appeal.

Know all men by these presents, that we, Hugh A. Garland and Timothy L. Papin, are held and firmly bound unto the Missouri Iron Company and Conrad C. Zeigler, in the sum of five hundred dollars, to be paid to the Missouri Iron Company and Conrad C. Zeigler, their administrators and heirs: to the payment well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this 11th day of May, 1853.

Whereas, the above named Jesse B. Thomas's administrator has prayed an appeal in the above entitled cause to the Supreme Court of the United States to reverse the decree rendered in the above entitled cause by the Circuit Court of the United States for the Missouri District:

Now, therefore, the condition of this obligation is such, that if the above-named Jesse B. Thomas's administrator and heirs shall well and truly prosecute the appeal to effect, and answer all damages and costs if he shall fail to make good his plea, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

Sealed and delivered in the presence of

H. A. GARLAND. [SEAL.]
TIMOTHY L. PAPIN. [SEAL.]